



KWAZULU-NATAL PROVINCE

**AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA**

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2324/147

**DESCRIPTION OF SERVICE:
CONSTRUCTION OF MGWAZENI DIPTANK IN MAPHUMULO LOCAL MUNICIPALITY
WARD 06 – ILEMBE DISTRICT**

NAME OF BIDDER:

Mandatory Requirements

1. Minimum of **CIDB Grading 1CE OR Higher**
2. Certified Copy of Identity Document (for the purposes of claiming specific goals)

COMPULSORY BRIEFING SESSION

Venue	Maphumulo Agricultural Local Office
Date	04 July 2023
Time	11:00am

Return of Bid:

Bids must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 01 Cedara Road, Cedara, 3200 or send by post to :

The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: **(033) 355 9699 Ext 8113** before **11:00 am** on the closing date: **11 July 2023**

Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

3200



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
 REPUBLIC OF SOUTH AFRICA

INVITATION OF QUOTATION FROM R1 - R1 MILLION
 THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT/PROOF OF RESIDENCE**

QUOTATION NUMBER: R/S/2324/147	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 11 JULY 2023	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: CONSTRUCTION OF MGWAZENI DIPTANK IN MAPHUMULO LOCAL MUNICIPALTY WARD 06 – ILEMBE DISTRICT	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
QUOTATION TO BE RETURNED TO: THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX FOR ATTENTION TO : MANDLA SITHOLE TEL NUMBER : 033 355 9699	
NB: DOCUMENT MUST BE COMPLETED IN FULL ,THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	R/S/2324/147	CLOSING DATE:	11 July 2023
		CLOSING TIME:	11:00
DESCRIPTION	CONSTRUCTION OF MGWAZENI DIPTANK IN MAPHUMULO LOCAL MUNICIPALTY WARD 06 – ILEMBE DISTRICT		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mandla Sithole	CONTACT PERSON	PK HADEBE / Kurben Govender
TELEPHONE NUMBER	033 355 9699	TELEPHONE NUMBER	079 506 2070 /082 959 0432
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	Mandla.sithole@kzndard.gov.za	E-MAIL ADDRESS	Pkhadebe1@gmail.com Mellisaa.parhalad@kzndard.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:



¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting the
accompanying bid, do hereby make the following statements that I certify to be true
and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA**

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bid

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20** preference point system.

b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in

any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black ownership	10	
black people who are Youth	10	
black people who are Locality	10	
black people who are women	8	
black people with disabilities (Proof to be attached)	7	
black people living in rural or underdeveloped areas or townships	6	
black people who are military veterans (Proof to be attached)	6	
a cooperative owned by black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION D

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Quotation Reference No: **R/S/2324/147**

Goods/Service/Work: **CONSTRUCTION OF MGWAZENI DIPTANK IN MAPHUMULO LOCAL MUNICIPALITY WARD 06 – ILEMBE DISTRICT**

This is to certify that (bidder's representative name)

On behalf of (company name) _____-

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

SECTION G

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
CONSTRUCTION OF MGWAZENI DIPTANK IN MAPHUMULO LOCAL MUNICIPALTY WARD 06 – ILEMBE DISTRICT				

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I undertake to make payment for the goods/works as specified in the bidding documents.
- 6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – a) Who are citizens of the Republic of South Africa by birth or descent; or b) Who became citizens of the Republic of South Africa by naturalization- I. Before 27 April 1994; or II. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

Definition of “Black Designated Groups”	“Black Designated Groups means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	--

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp



agriculture & rural development

Department: agriculture & rural development
PROVINCE OF KWAZULU-NATAL

**BID SPECIFICATIONS
FOR
CONSTRUCTION OF ONE NEW DIPTANK WITH ANIMAL
HANDLING FACILITIES
And
HINGE JOINT FENCING**

MGWAZWENI NEW DIPTANK PROJECT

MAPHUMULO LM – WARD 6

ILEMBE DM

FOR OFFICIAL USE ONLY

SUBMITTED BY

NAME:..... PHONE NUMBER.....

OFFICE:..... DATE.....

CHECKED BY ENGINEERING SERVICES DIRECTORATE

NAME:..... PHONE NUMBER.....

OFFICE:..... DATE.....

JUNE 2023

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3	A - Project Particulars	5 - 6	Read
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5	C - Standard Technical Specifications	24 - 25	Read
6	D – Project Particular Specifications	26 - 37	Read
7	APPENDIX 1: Work Phase Schedule: Construction of a Diptank	38	Read
8	APPENDIX 2: BoQ / Pricing Schedule	39 - 44	Complete
10	APPENDIX 3: Additional Information: Experience: Pg 1-2	45 - 46	Complete
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GENERAL NOTES and DISCLAIMER

1. COMPLETENESS OF THE DOCUMENT

- 1.1. The information provided in this document is done in good faith. Information regarding subsurface conditions, materials on site and other site information supplied, is for the contractor's convenience, as an indication of conditions likely to be encountered.
- 1.2. No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.
- 1.3. The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

2. APPLICABLE STANDARDS

- 2.1. The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to SANS 10400 General principles and requirements, latest version shall apply to this Contract together with additional amendments as set out herein.
- 2.2. The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.
- 2.3. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

3. CONTRACT DOCUMENTS

- 3.1. This document must be read in conjunction with the referenced Drawings (See List of Drawings).
- 3.2. If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.
- 3.3. The same applies for purported differences between the technical specifications and schedule of quantities.
- 3.4. The Engineering Services Directorate (ESD) takes no responsibility for projects implemented based on this document alone without any prior involvement of ESD before (partial) completion. This involvement consists of, but is not necessarily restricted to:



- a) Verification of the bid/quote document and Drawings by ESD before procurement;
- b) Presence of ESD at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESD is informed of his/her intention to commence the work so that ESD presence can be assured.
- c) The drawings supplied with this document are for quoting/bidding purposes only and no construction should take place before the contractor has enlarged the provided drawings to that of building sized plans.
- d) Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.

3.5. District managers and other departmental end users are therefore required to involve ESD at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo is submitted.

4. ERRORS

- 4.1. Whilst efforts have been made to ensure correctness with the document, especially regarding technical information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.
- 4.2. DARD and its officials work in good faith and cannot be held liable in the case of oversight and or errors etc. in this document.



A | PROJECT PARTICULARS

1) PROJECT DESCRIPTION / BACKGROUND

- 1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department).
- 1.2. The Department endeavours to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security.
- 1.3. The Department has therefore prioritized the need to assist resource-poor and emerging farmers with full or partial project assistance.
- 1.4. Via such forms of assistance, the States intention is to create sustainable food production in poverty-stricken rural communities.
- 1.5. In the case of this project, assistance will be in the form of a new diptank with animal handling facilities and associated works to support the community livestock program.
- 1.6. This BID Specification Document deals with the appointment of a suitably qualified Service Provider, with a **CIDB grading of 1CE**, for the full supply, delivery construction and installation of one (1) new diptank with **animal handling facilities** as specified together with associated works in a timely realized and cost effective manner.

2) LOCATION

District:	ILEMBE DM
Local Municipality	MAPHUMULO LM
Ward	6
Site Co-Ordinates:	29° 08' 31.00"S & 31°00' 50.00"E in (dd mm ss)
	29.1419 ⁰ S & 31.0138 ⁰ E in (dd.dddd)

The project site is located near Maphumulo Town.

For exact location, see attached map.

3) SCOPE OF WORKS

- 3.1. The contract covers the supply of all material and fitting and construction of all works relating to the new dip tank with associated animal handling facilities and fencing.



- 3.2 Refer to the attached **typical cattle dip tank layout plan** with details of these works specified in both the *Section: Project Technical Specifications and Project Particular Specifications*.
- 3.3 The following is the summary of the scope of works for the **new dip tank with animal handling facilities and fencing**:
- 3.3.1 Site establishment by contractor
 - 3.3.2 Supply and deliver of all materials listed in the Bill of Quantities to project site
 - 3.3.3 Site clearance and de-bushing if required
 - 3.3.4 Site Earthworks (excavations and site levelling)
 - 3.3.5 Diptank setting out / pegging / layout according to specifications on the plan
 - 3.3.6 Earthworks: excavation of the plunge tank pit
 - 3.3.7 Digging of the holes for the poles according to specifications on the plan
 - 3.3.8 Setting out of steel reinforcement as specified
 - 3.3.9 Setting out of Formwork as required
 - 3.3.10 Construction of the plunge tank with reinforced concrete lining of the pit
 - 3.3.11 Installation of all the pole work required, for the entrance kraal, crush pen, dry race and by-pass
 - 3.3.12 Casting of concrete in the kraal area as well as the entrances and exit areas of the bypass including stone pitching where required
 - 3.3.13 Installation of the heavy duty neck clamp
 - 3.3.14 Installation of hinge joint fencing with 3 strands of barbed wire and gates as specified around the diptank
 - 3.3.15 Filling of Plunge Tank with water and checking for leaks
 - 3.3.16 Contractor to submit weekly progress reports to the engineer
 - 3.3.17 Site clean-up and exit



B) SPECIAL TERMS & CONDITIONS

1. INTRODUCTION

- 1.1. Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document.
- 1.2. Only bidders that fully meet the prequalification shall be considered.
- 1.3. The Bidder is required to check the number of consecutively numbered pages. Should any number found to be missing or in duplicate; or the text of figures indistinct; or should there be any doubt to the meaning of any part of these documents.
- 1.4. The Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid, as no claims arising from any incorrect interpretation will be admitted.

2. ACCEPTANCE OF BID

- 2.1. The Departmental Bid Adjudication Committee is under no obligation to accept any bid.

3. AMENDMENT OF CONTRACT

- 3.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Departmental Bid Adjudication Committee approval.

4. BASIS OF QUANTITIES

- 4.1. Quantities are as reflected on the Bill of Quantities attached as the Annexure.

5. CHANGE OF ADDRESS

- 4.2. Bidders must advise the Departmental Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

6. COMPETENCY OF THE SERVICE PROVIDER

- 6.1. It is estimated that tenderers should have a **CIDB** contractor grading designation of **1CE or higher**. The contractor is to submit evidence of his/her **OWN Active** registration.
- 6.2. The Department in the evaluation processes shall apply the necessary evaluation criteria.



- 6.3. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.
- 6.4. A specialist supplier is required for the manufacture of the required heavy-duty neck clamp. The specialist supplier can do installation, alternatively by the contractor as per direction of the manufacturer.

7. COMPULSORY SITE BRIEFING

- 7.1. A site-briefing meeting will be held with prospective Bidders.
- 7.2. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid.
- 7.3. The date and time of the meeting will be communicated with the prospective service provider by the participant when invited to quote.

8. ALTERNATIVE SPECIFICATION

- 8.1. The Pricing schedule may make some allowance for alternative specifications for some items that are at least equivalent to the ones provided by the Department. Apart from these, no counter offers shall be considered.

9. DELIVERY CONDITIONS

- 9.1. Delivery of services must be made in accordance with the instructions appearing on the official purchase order.
- 9.2. All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 9.3. In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 9.4. The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 9.5. All invoices submitted must be original.
- 9.6. Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.



9.7. No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Departmental Bid Adjudication Committee.

10. INVOICES

10.1. All invoices submitted by the Contractor must be original and accompanied by payment certificates, indicating the work done, the amount of tax charged (if applicable) and the total invoice amount.

10.2. An invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

10.2.1. The name, address and registration number of the supplier;

10.2.2. The name and address of the recipient;

10.2.3. An individual serialized number and the date upon which the tax invoice is issued;

10.2.4. A description of the goods or services supplied;

10.2.5. The payment certificate;

10.2.6. The value of the payment certificate amount, the amount of tax charged and the description of the works completed;

10.2.7. The purchase order number (where applicable) and the name of the project must appear on an invoice.

11. IRREGULARITIES

11.1. Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

12. PAYMENT FOR SUPPLIES AND SERVICES

12.1. A contractor shall be paid by the Department in accordance with the services rendered as per the payment certificate.

12.2. There will be no payment for materials or equipment delivered to site, unless they have been installed or otherwise used in the construction process.

12.3. Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.



- 12.4. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 12.4.1. Contact must be made with the officer-in-charge of the District Office;
 - 12.4.2. If there is no response from the District Office, the Director: Finance must be contacted;
- 12.5. Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

13. PERIOD OF CONTRACT

- 13.1. The contract is ad hoc / once off.
- 13.2. For the completion period, see Clause "*Period of Completion & Rate of Progress*".
- 13.3. The contract period will be from the date of the signing of the Service Level Agreement (SLA) and until the final payment after the expiration of the defects liability period.

14. QUALITY CONTROL/ TESTING OF PRODUCTS

- 14.1. The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, **before** construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.
- 14.2. The same replacement obligation to the Contractor would apply during installation and during and after commissioning.
- 14.3. In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.
- 14.4. In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.



15. UNSATISFACTORY PERFORMANCE

- 15.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 15.2. The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).
- 15.3. If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -
 - 15.3.1. To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
 - 15.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - 15.3.3. To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 15.4. In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.
- 15.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

16. SERVICE LEVEL AGREEMENT

- 16.1. The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works.



- 16.2. A proposed programme of works must be provided by the contractor for the approval of the Engineer within two weeks after site handover.
- 16.3. The *Special Terms and Conditions (STC)*, the *Standard Technical Specifications (STS)* and the *Project Particular Specifications (PPS)* as listed in this bid document, together with the *Drawings*, are deemed to form part of the SLA.

18. COMMENCEMENT OF THE WORK

- 18.1. Site establishment must start within two (2) weeks, and the actual works within three weeks after hand-over of the site, provided that;
 - 18.1.1. An official order has been issued;
 - 18.1.2. The contractor is in possession of all relevant documentation required for works execution;
 - 18.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
- 18.2. In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract

19. SITE HANDOVER TO THE CONTRACTOR

- 19.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.
- 19.2. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.
- 19.3. The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site.
- 19.4. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

20. WATER AND POWER

- 20.1. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the



cost of these shall be included in the Preliminary & General section of the Bid/quoted amount.

21. LOCATION OF CAMP

- 21.1. The Contractor's camp may be erected on the site of the works but must meet the approval of the Engineer, project beneficiaries and landowners.
- 21.2. No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

22. HOUSING OF CONTRACTOR'S EMPLOYEES

- 22.1 The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants.
- 22.2 The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

23. LABOUR SOURCE & CAPACITY

- 23.1 The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 23.2 The contractor is encouraged to source **unskilled** labour from the project participants or local community. The Contractor and the Departmental representative (local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 23.3 The contractor is encouraged to create job opportunities as per EPWP guidelines.
- 23.4 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

24. SECURITY & RISK

- 24.1 No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.



24.2 The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

25. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

25.1 The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

25.2 All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

25.3 The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and have been officially accepted by the Department.

26. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

26.1 The Contractor is advised that he will be held responsible for any damage to the existing paving's, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense.

27. DAMAGE TO PROPERTY

27.1 If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, paving's, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed

27.2 The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Department and all surrounding properties and shall indemnify the Department against any claim that might arise there from.

28. UNDERGROUND CABLES AND PIPES

28.1 If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.



28.2 Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.

28.3 The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

29. DAILY RAINFALL RECORDS

29.1 Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, the Engineer is under no obligation to grant extension of the completion period for inclement weather.

30. INSPECTION OF WORK

30.1 The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.

30.2 The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

31. NOTICE OF COVERING WORK

31.1 The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.

31.2 If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

32. SUB-CONTRACTED WORK

32.1. The contractor shall not sub-contract the entire contract. The contractor must indicate in *Appendix – Additional Information: Subcontracted Works* which part(s), if any, (s)he intends to subcontract.

32.2. Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and his/her shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.



33. INSURANCE

33.1. All accepted approved contractors would be required to provide the following insurance's for the project awarded to them:

33.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.

33.1.2. Public Liability insurance.

33.1.3. All risks (works) policy and Political.

33.2. The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.

34. OCCUPATIONAL HEALTH AND SAFETY

34.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
- Preparation of a Project H&S File to include all requirements of Annexure A.
- Regular updating of all of the foregoing.
- Provision of medical certificates of employees.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).



- The completion and checking of the safety file upon completion of the works and handing it over to the Department
- 34.2 To enable the Department to appraise the allowances that Bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.
- 34.3 To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.
- 34.4 Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 34.5 The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan



2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	On commencement of construction.

34.6 The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

34.7 The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

35. INJURY TO PERSONS

35.1 The Contractor shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

36. DISAGREEMENTS

36.1 Notice of disagreement. The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

36.2 Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.



37. FIXED PRICE CONTRACT

37.1 The contract shall **not** be subject to contract price adjustment.

38. PRICING - COMPLETENESS OF BID

38.1. Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. If he/she does not bid on all items, his/her bid will be rejected.

38.2. All bid/quoted prices are to be in South African currency and must **exclude** VAT (15%).

38.3. All items as described in the project specification are to be priced in full.

38.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.

38.5. VAT (15%) must be filled as a separate total in addition to the sub total followed by the complete price for the entire project. **NB.** Applicable only for VAT Vendors.

38.6. The Bid price page must be signed by a person legally authorized to do so.

39. QUANTITIES OF WORK

39.1. The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

40. PROGRESS PAYMENTS

40.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete. **No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in the Service Level Agreement.**

40.2. Payment will only be made against the construction progress as pertaining to **built /installed** items. Movable items and materials on site are excluded from progress payments until they have been fully installed or fitted or built up. ***In this instance, the payment arrangements including the percentage deposit etc. will be reflected on the signed Service Level Agreement (SLA).***

40.3. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.



- 40.4. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 40.5. The contractor shall be paid in multiple part payments but not exceeding the number reflected on the official Order.
- 40.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the “Retention Clause”.
- 40.7. The penultimate payment occurs after practical works completion. The final payment will be made after the **12 months liability period** when the contractor has dealt with all defects, if any.

41. COMPLETION OF THE WORKS

- 41.1. Work completion will be established over three stages.

41.1.1. Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a “snag list”, if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

41.1.2. Works completion

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of his/her retention money.

41.1.3. Final completion

Final Completion occurs 12 months after Works completion, after expiry of the liability period.

- 41.2. Certificates of Completion and Final Approval will be issued by the Engineer for practical and final construction completion.



42. RETENTION

- 42.1. A 10% retention will be withheld on payment for the duration of the construction. **NB.** In the event that a contractor has deposited a guarantee then this provision will not apply.
- 42.2. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **practical completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period 12 months after practical completion), the bidder having eliminated all defects.
- 42.3. In some instances, the Engineer may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified during the course of the construction if such would be the case.

43. DEFECT LIABILITY PERIOD

- 43.1. The defect liability period is **12 calendar months** calculated from the date of Works Completion.
- 43.2. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works immediately and at his own cost.

44. CONTINGENCIES (For Project and NOT for Service Provider)

- 44.1. An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract as determined by the Engineering Representative. **Payment of the Contingencies allocation to the Service Provider is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.
- 44.2. Approval from the Engineer for the use of the Contingencies allocation is required before any purchases can be made or work is started from this allocation for the project.

45. PERIOD OF COMPLETION & RATE OF PROGRESS

- 45.1. The project has to reach practical completion **within 3 months** calculated from the date of site handover.



- 45.2. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 45.3. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.
- 45.4. The date of completion will be extended only to the extent approved by the Department.
- 45.5. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 45.6. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

46. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 46.1. If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.
- 46.2. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.
- 46.3. The Department will deduct a penalty for late completion of up to **0.05% of the contract value per working day delay**. This will be deducted from the retention.



C) STANDARD TECHNICAL SPECIFICATIONS

1. PRELIMINARIES AND GENERAL

- 1.1 The Contractor to provide for such in his pricing. All insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the Contractors responsibility and attention throughout the contract duration until handover of the project.
- 1.2 The Department reserves the right to stop progress of the works until these conditions are complied with.

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

- 2.1 For the purpose of this project the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction*. The following sections shall in particular apply here:

2.2.1. SABS 1200 AA - 1986 (General - Small Works),

- 2.2.1.1. Materials: SABS 1200 AA (3);
- 2.2.1.2. Testing: SABS 1200 AA (7);

2.2.2. SABS 1200 DA -1988 (Earthworks - Small Works)

2.2.3. SABS 1200GA – 1982 (Concrete - Small Works).

- 2.2.3.1. Materials SABS 1200 GA (3)
- 2.2.3.2. Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)
- 2.2.3.3. Testing: SABS 1200 GA (7)

2.2.4. SANS 50197-1: Cement: Common cement 42,5N or R to SANS 50197-1

2.2.5. SANS 2001-BS1: Site Clearance (2008)

2.2.6. SANS 2001-BE1: Earthworks (general) (2008)

2.2.7. SANS 2001-CC2: Concrete works (2007)

2.2.7.1. SANS 2001-CM2: Stub-footings; Strip footings, pad footings & concrete-slab-on-the-ground (2011)



3. APPLICABLE STANDARDS: EARTHWORKS & SITE PREPARATION

3.1. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.

3.1.1. **SABS 1200 AA - 1986** (General - Small Works),

3.1.1.1. Site preparations & establishment: SABS 1200 AA (4).

3.1.1.2. Setting out of works: SABS 1200 AA (5.1.1)

3.1.1.3. Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy II for all bases.

3.1.1.4. Restricted Excavations: **SABS 1200 AA (5)**; SABS 1200 DA (5.1; 5.2.2)

4. APPLICABLE STANDARDS: STANDARD (ABRIDGED) PREAMBLE: ALL TRADES

4.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer.

4.2. All materials must conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, etc.

4.3. All construction works must conform to the applicable standard specifications and installation requirements as per National Building Regulation (NBR) requirements and manufacturers recommendations.

4.4. All concrete works to conform to CNCI standards and recommendations.

5. STANDARD MIXES: CONCRETE

5.1. It is required that only ready mix concrete from a reputable supplier will be used for all concrete works required for the construction of the diptank proper.

5.2. Concrete with a minimum compressive strength in MPA at 28 Days shall be **30 MPA** with maximum nominal size of coarse aggregate being 19mm.

5.3. Proof of concrete supplied to be given to the DARD Engineering Representative to verify strength of concrete used. See P&G item provision.

5.4 The contractor is allowed to hand mix concrete on site required for pole work and fencing.



D) PROJECT PARTICULAR SPECIFICATIONS (PPS)

1. CONTRACT SCOPE

Construction of a new dip tank with animal handling facilities and fencing as indicated in Section A: Project Description and Scope.

- 1.1. Site establishment by contractor.
- 1.2. Supply and delivery of all materials required for the structure.
- 1.3. Excavation of the pit, steel and formwork, lining the pit with the prescribed concrete.
- 1.4. Casting and construction of the exit slope and dry race.
- 1.5. Digging holes for the pole work, planting, aligning the poles to form the crush, bypass and entrance kraal, bracing of the poles as per plan and fitting of neck clamp. Backfilling and compacting the soil around the poles.
- 1.6. Hinged joint fencing around the diptank to prevent children gaining access to the plunge tank.
- 1.7. Filling up of the tank and checking for leaks
- 1.8. Site clean-up and exit

2. SITE ESTABLISHMENT BY CONTRACTOR

- 2.1. Once the successful contractor is appointed, it is expected that work will commence within two weeks of the Order being generated and a Service Level Agreement being signed.
- 2.2. During Site Handover, the local Agricultural Staff of DARD will introduce the contractor to the participants and or community.
- 2.3. Any issues regarding use of local labour, accepted labour rates, storage of provisions and materials/tools; services etc. can be discussed by the contractor with the participant; community representatives and the DARD local agricultural staff and on any other issue pertaining to the project.



2.4. Thereafter the contractor is expected to complete the site establishment as provided for.

3. SUPPLY AND DELIVER OF ALL MATERIALS LISTED IN THE BOQ TO SITE AND CONSTRUCTION STANDARDS

3.1. All materials must conform to SABS specifications for the products.

3.2. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, plumbing/water reticulation and drainage; all poles. heavy duty neck clamp and all fencing requirements etc.

3.3. The contractor must make proper and timeous arrangements with the participants regarding delivery of materials on site;

3.4. The contractor will be responsible for all material on site or kept for him by the community representatives and in the event of theft, losses or damage such will be borne by the contractor alone;

3.5. All materials must conform to that listed on the Bill Of Quantities and be SABS approved;

3.6. The Engineer can request from the contractor the relevant invoices to verify if the materials on site are indeed as specified.

3.7. All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations.

3.8. All concrete works to conform to Cement & Concrete Institute standards and recommendations.

4. SITE CLEARANCE AND DE-BUSHING IF REQUIRED

4.1. During the compulsory site briefing it will be determined what exact work will be required to get the site ready for the construction of the diptank and animal handling facilities including the required fencing;

4.2. Required work such as light grading and or de-bushing etc. can then be provided for.



5. SITE EARTHWORKS (EXCAVATIONS AND SITE LEVELLING)

- 5.1. It is understood that the term earthworks in this document makes reference to two (2) distinct operations namely excavations and site levelling;
- 5.2. Within the context of this project it may be required that a combination of excavation work as well as site levelling work may be required to bring the site to a standard that will then facilitate the implementation of all the other required works;
- 5.3. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.
- 5.4. The site(s) is/are to be levelled prior to any construction. This includes excavation of in situ material to provide the pit.
- 5.5. The site(s) must be cleared and stripped of all plant materials, roots and topsoil.
- 5.6. The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled/replaced once all construction is complete.
- 5.7. Materials excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used but not exceeding 150mm.
- 5.8. **Storm Water Drain (SWD):** Provision is made for the construction of a basic drain having the following dimensions namely 0.6m wide and 0.3m deep. The SWD must be constructed on the higher end to divert surface runoff water away from the diptank. The length of the SWD must be the full length of the diptank and animal facilities plus at least 10m at each end. The engineer will point out the exact position of the SWD to the contractor before works commence.

6. DIPTANK SETTING OUT / PEGGING / LAYOUT

- 6.1. Setting out for the diptank and animal handling facilities must be done in according with the specifications on the layout plan.
- 6.2. Were the contractor is unsure he should first seek clarity from the engineer.



- 6.3. It is recommended that the a combination of lime and pegs with string be used to mark/show the area for excavation of the plunge tank; position of the entrance kraal; crush pen and bypass as well as the position of all the poles.
- 6.4. It is strongly emphasised that attention be paid to detail especially regarding the measurements for the positioning in the layout.
- 6.5. Errors in this task will lead to delays in payment as works will have to be re-done/corrected at the contractors cost.

7. EARTHWORKS: EXCAVATION OF THE PLUNGE TANK PIT

- 7.1. Excavate the pit to desired depth and width using suitable methods.
- 7.2. Accuracy regarding the exit slope is very important.
- 7.3. To ensure maximum accuracy final preparation must be done using picks and spades. See specifications and drawings

8. DIGGING OF THE HOLES FOR THE POLES

- 8.1. This must be done in according to specifications on the plan.

9. SETTING OUT OF STEEL REINFORCEMENT AS SPECIFIED

- 9.1. The bending schedule for reinforcing the tanks is supplied with drawing and is to be followed precisely.
- 9.2. This must be inspected and approved by the supervising engineer or his delegated representative before proceeding.
- 9.3. The base of the tanks must be prepared and cast first before any other concrete work is carried out.
- 9.4. The base reinforcement must protrude from the base to ensure proper tying of the side wall reinforcing.

10. SETTING OUT OF FORMWORK AS REQUIRED

- 10.1. Ideally steel form work or pre-cut 20mm shutter boards must be used to do the formwork.
- 10.2. It must be supported in such a way that when casting commences, no “kick out” occurs.



10.3. The supervising engineer must inspect formwork or his delegated representative before casting commences.

10.4. Shuttering should be treated so that the concrete does not stick to it.

11. CONSTRUCTION OF THE PLUNGE TANK

11.1. As specified and with reinforced concrete lining of the pit.

11.2. Refer to other sections in this document that relate specifically to construction of the plunge tank as well.

12. INSTALLATION OF ALL THE POLE WORK REQUIRED

12.1. Only **pressure treated creosoted** SABS approved standard poles to be used.

12.2. All Poles must be installed as per specification and per the layout.

12.3. Poles required for the entrance kraal, crush pen, dry race and by-pass.

12.4. All poles must be well compacted and back filled with concrete.

12.5. All poles must be back filled with concrete.

12.6. **Chamfer** - all sharp exposed edges on poles to have **chamfer** of 25mm x 25mm.

12.7. **Direction of Pins** – pins must point in line with direction of movement of the cattle.

13. CASTING OF CONCRETE

13.1. **Strength of concrete** – 30MPa Pre-Mix. No concrete required for the construction of the diptank proper to be hand mixed on site.

13.2. **Cover** to reinforcement = 40mm

13.3. For the pouring of the ready mic concrete required for the diptank, the use of a mechanical concrete vibrator (petrol driven) must be used at all times and concrete should be cast in manageable amounts.



- 13.4. If any defects occur, it must be patched to match the same finishing when the shuttering is removed.
- 13.5. Ideally steel shuttering must be used except for the bottom 1300 mm where steel shuttering is unable to accommodate the inside shape of the tank.
- 13.6. Only a maximum of 500 mm of casting will be allowed and a minimum of 3 days will be allowed for curing before shuttering can be removed.
- 13.7. Adequate support must be provided for shuttering to prevent buckling, twisting and bulging
- 13.8. Concrete work required in the kraal area as well as the entrances and exit areas of the bypass,
- 13.9. Concrete required for the pole work and for fencing can be mixed on site.
- 13.10. This activity also includes hand stone pitching where required

14. INSTALLATION OF THE HEAVY DUTY NECK CLAMP

- 14.1. One neck clamp required for installation at the end of the exit race.
- 14.2. Standard V Type HDG steel manufactured neck clamp (Heavy Duty).
- 14.3. With single action lock/release mechanism which can be used on either side of the clamp.
- 14.4. The whole of the neck clamp to be primed and painted.
- 14.5. Installation is to be to the manufacturer's recommendation.
- 14.6. Must handle both weaners and mature animals i.e. Install "large opening neck clamp" that can accommodate mature/adult animals.

15. INSTALLATION OF HINGE JOINT FENCING

- 15.1. The purpose of the fencing around the diptank is a safety measure to prevent children entering the plunge tank to prevent drowning or injury.



15.2. Specifications for the required fencing is indicated on the fencing bill of quantities in this document.

15.3. Fencing will include 3 strands of barbed wire at the top of the fence.

15.4. Two sets of gates must be installed as specified.

16. CONTRACTOR TO COMPILE WEEKLY PROGRESS REPORTS TO THE ENGINEER,

16.1. Such reports must detail the actual work completed, and verified against the updated approved programme of work.

17. SITE CLEAN-UP AND EXIT

17.1. Clearing the site from all rubble and all excess construction material;

17.2. Spreading the excess soil from the pit in a neat and acceptable manner

18. STANDARD CONCRETE MIXES – PRE-MIX TO BE USED FOR DIPTANK PROPER:

Applicable standards will apply:

Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)

Materials: SABS 1200 AA (3); SABS 1200 GA (3)

Cement : Common cement 32,5N or R to SANS 50197-1

Testing: SABS 1200 AA (7); SABS 1200 GA (7)

Quality control through the slump test SABS 1200 GA (5.4.1.2) SABS method 862. The contractor is to supply the slump testing equipment.

Tolerances to SABS 1200 GA (6.4)

Formwork: Refer to SABS 1200 GA (4.4; 5.2)

Reinforcing: SABS 1200 GA (5.1)

**STANDARD CONCRETE MIXES:**

Concrete for non-structural purposes shall be “Prescribed mix concrete” produced in accordance with the requirements indicated in table below, and the Contractor is also referred to the foregoing preambles insofar as they apply: -

Class of Concrete	Estimated Minimum Compressive Strength in MPA at 28 Days	Maximum Nominal Size of Coarse Aggregate in mm	Proportion of Constituents		
			Cement (Parts)	Fine Aggregate (Parts)	Coarse Aggregate (Parts)
A	10	37,5	1 (=2 bags)	4	5
B	15	19,0	1 (=2 bags)	3	4
C	20	19,0	1 (=2 bags)	2½	3½
D	25	19,0	1 (=2 bags)	2	3
E	30	19,0	1 (=2 bags)	2	2½

Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³.

Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump.

A recommended maximum water: cement ratio is 1 for a 10Mpa; 0.8 for a 15Mpa; 0.65 for a 20Mpa; 0.59 for a 25Mpa; 0.53 for a 30Mpa mix, however the lower the ratio the better the durability of the concrete.

Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.

NB. 30 MPa Pre Mix concrete required for diptank construction proper.

NB. Hand mixing of concrete (25 MPa) on site for all pole work and fencing is allowed

**FINISHES TO IN-SITU CONCRETE****Class U1 Ordinary Finish**

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

Class U2 Wood Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

Class U3 Coarse Brush Surface Finish

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

Class U4 Steel Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
PLASTER CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (foundations, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165



19. FILLING OF THE DIPTANK

- 19.1. After completion, the dip tank should be filled with **17,000 litres of clean water**. This water should be clear and visibly free of dissolved particles or pollution (vegetation, soil, animal or human waste), but need not be purified or treated.
- 19.2. The source of the water depends on the location of the site.
- 19.3. Two methods could be used:
 - The tank is filled with water brought in by one or more water tankers. If this is the case the contractor can claim the invoiced amount from the water supplier and will receive a mark-up of the percentage indicated in item 8.1 of **APPENDIX B**: the Schedule of Quantities/Pricing schedule. If THE INVOICE exceeds R 25,000 the contractor will have to prove that the invoice is reasonable and market related, for example, by submission of three quotes.
 - The tank is filled with water pumped from a borehole, dam or other water source. In this case the standard compensation (item 8.2) will be R 3,000.00. Contractor to provide a mark-up.
- 19.4. Both options in the pricing schedule should be priced in case water availability is not known.
- 19.5. If the water availability is known, the option not applicable should be scratched out at the site/bid briefing.
- 19.6. **Please note that only the amount for the applicable option will be paid out.**

20. SAFETY PRECAUTIONS ON SITE DURING CONSTRUCTION

- 20.1. One 5kg ozone friendly fire extinguisher and one (1) fully fitted 1st aid box is to be available at all times.
- 20.2. All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; false work and bracing; ladders etc... all equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate.
- 20.3. Refer to general conditions for site safety as included in the regulations of the **Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)**.



- 20.4. Site operations and conditions requiring special attention include but are not limited to:
- Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
 - Lifting and lowering of materials or personnel in any way whatsoever.
 - Personnel access and operations at raised levels or on raised platforms or scaffolding.
 - Excavation works and holes are to be clearly indicated to prevent injury to personnel.
 - Potential ingress of water on/through the site.
 - Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc...
 - Chemical transport, storage and usage whatsoever – this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete...
 - Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
 - Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
 - A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act.
 - Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.

**21. TOILET FACILITIES**

- 21.1. Contractor to provide his own toilet facilities in compliance with the *Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)*.

APPENDIX 1:
Work Phases Schedule for the Construction of a New Dip Tank

Please note these values are primarily estimates of what part the work phase constitutes of the entire project, and do NOT reflect the exact amounts per part payment. Usually payment certificates reflect work done in several work phases, which do not necessarily have been completed.

Work phase No.	PHASE DESCRIPTION	App. % of work/ contract
1	<p>Preliminary and General / Site establishment</p> <p>1) Insurances, project risk, workman's compensation, UIF etc...</p> <p>2) Project administration, services, external services, testing, safety, provision of all required equipment for works at required times etc...</p> <p>3) Site establishment.</p>	10%
2	Site preparation and Excavation of dip tank hole	10%
3	Completion of form work, steel re-enforcement and concrete work for dip tank hole	30%
4	Excavation and Concrete work for dry race and kraal entrance	15%
5	<p>Pole work and associated excavation and concrete work including by-pass entrance and exit (For all pole holes, placement of poles, compacting and bracing of poles) INCLUDING fitting of neck-clamp)</p>	30%
6	Hinge Joint Fencing and filling of plunge tank with water	5%
7	Retention money 10% at final completion after 90 days	10%
8	TOTAL	100%



APPENDIX 2

BOQ/PRICING SCHEDULE

New Driptank with Animal Handling Facilities and Associated Works

NOTES

- 1) *All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works. No claims in terms of variation orders can be made on account of the quantities and volumes unless the figures would deviate substantially (more than 50%) from the ones provided.*
- 2) *Exclude VAT in your line item pricing but include all other cost factors (labour, transport, etc).*
- 3) *You may use this table to price each sub-item individually, but must give the line item total as well.*
- 4) *Totals per page to be transferred to Pricing Summary for total quote.*
- 5) *Contingencies are for the Project and not the Service provider. Therefore Contingencies are not a given and no payment will be made from this allocation for work that has not been approved by the engineer and duly completed.*
- 6) *10% retention will be withheld from each payment until Practical Completion, when 50% of it is paid back.*



A1 PRELIMINARY & GENERAL (SABS 1200 AA)						Page A1 - 1
ITEM #	Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.1	8.3	FIXED-CHARGE ITEMS				
A.1.1		Contractual Requirements	Sum	1		R
A.1.2		Establish Facilities on the Site:				
		a) Facilities for Contractor				
A.1.2.1		Offices and storage sheds	Sum	1		R
A.1.2.2		Ablution and latrine facilities	Sum	1		R
A.1.2.3		Water supplies, electric power and communications	Sum	1		R
A.1.2.4		Plant, tools and equipment	Sum	1		R
A.1.2.5		Other fixed-charge obligations	Sum	1		R
A.1.2.6		Remove Engineer's and Contractor's Site establishment on completion	Sum	1		R
A.1.2.7		Clean up site and removal of building rubble etc. off-site upon completion of project	Sum	1		R
A.2	8.4	TIME-RELATED ITEMS	TIME	QTY	RATE	AMOUNT
A.2.1		Contractual Requirements	Months	3		
		Operate and maintain facilities on the Site:				
		a) Facilities for Contractor for duration of construction, except where otherwise stated				
A.2.2		Offices and storage sheds	Sum	1		R
A.2.3		Ablution and latrine facilities	Sum	1		R
A.2.4		Plant, Tools and equipment	Sum	1		R
A.2.5		Water supplies, electric power and communications	Sum	1		R
A.2.6		Company and head office overhead costs	Sum	1		R
A.2.7		Other time-related obligations	Sum	1		R

APPENDIX 2 | PRICING SCHEDULE | SECTION A | PRELIMINARY & GENERAL | PAGE 1

Sub-Total Page 1 > Transfer To Summary Page (5) >>	R
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¹ Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<



A1 PRELIMINARY & GENERAL (CTD)						Page A1-2
ITEM #	Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.3		SUMS STATED PROVISIONALLY BY ENGINEER				
		<i>For work to be done by Contractor</i>				
A.3.1		a) Allow for provisional sum for repairs to damaged services which could have been reasonably foreseen	Prov. Sum	=====	=====	R 20,000.00
A.3.2		b) Overheads, charges and profit on item A.3.1. Percentage tendered >>: %	Prov. Sum	=====	=====	R
		<i>For work to be done by Nominated Sub-Contractor</i>				
A.3.3		Density tests of all soil compactions on instruction by Engineer	Prov. Sum	=====	=====	R 10,000.00
A.3.4		b) Overheads, charges and profit on item A.3.3. Percentage tendered >>: %	Prov. Sum	=====	=====	
	8.5	Day Works				
		<i>General (Small Works) – NB: Items may be required</i>				
		<u>Labour</u>				
A.3.3.5		Skilled	No	1	R	Rate Only
A.3.3.6		Semi-Skilled ⁰	No	2	R	Rate Only
A.3.3.7		Un-Skilled	No	6	R	Rate Only
		<u>Plant</u>				
A.3.3.8		4X4 TLB	Rate	1	R	Rate Only
A.3.3.9		Water Tank	Rate	1	R	Rate Only
A.3.3.10		Front End Loader	Rate	1	R	Rate Only
A.3.3.11		Bob Cat	Rate	1	R	Rate Only
A.3.3.12		Tipper Truck: 6m ³	Rate	1	R	Rate Only
A.3.3.13		Vibrating (Mini) Roller	Rate	1	R	Rate Only
A.3.3.14		Plate Compactor	Rate	1	R	Rate Only
A.3.3.15		Poke Vibrator and Drive	Rate	1	R	Rate Only
A.3.3.16		Impact Rammer (Wacker)	Rate	1	R	Rate Only
A.4		OCCUPATIONAL HEALTH & SAFETY ACT				
A.4.1		All costs and obligations to comply with the OHS Act Construction Regulations	Sum	=====	=====	R
A.4.2		Time related obligations to comply with the OHS Act Construction Regulations	Month	5	R	R
Sub-Total Page 2 > Transfer To Summary Page (5) >>						R

¹ Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<

**APPENDIX 2 | PRICING SCHEDULE | SECTION B | NEW DIPTANK | PAGE 3**

>> Only materials actually supplied & installed will be paid for. Contractor to submit invoices/ delivery notes to prove expenditure.<<

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B	EARTHWORKS				
1	Site clearance (removal of top 150mm of dip tank area & replacement where required)	m ²	200	R	R
2	Levelling of site where required and excavation of tank and drying race (crush pen) to specified slope.	Sum	1	R	R
3	Excavation of the tank hole	m ³	28	R	R
4	Restricted backfill (93% Mod AASHTO) behind dip tank walls	m ³	20	R	R
5	Cart away surplus material to spoil	Sum	1	R	R
6	E/O for rock (use of this item must be verified and approved by the Engineer BEFORE claim)	m ³	3	R	R
C	CONCRETE				
1	30 MPa Pre-Mix concrete delivered to site	m ³	28	R	R
D	POLES				
1	2.40m x 100-125mm Ø Posts	No.	85	R	R
2	2.70m x 100-125mm Ø Posts	No.	35	R	R
3	4.80m x 100-125mm Ø Posts	No.	125	R	R
E	STEEL REINFORCEMENT				
1	R 10 x 0.350m - Pole bracing	No.	380	R	R
2	R 10 x 1.625m – Pole bracing	No.	15	R	R
3	Ref 311 mesh - 6m x 2.4m sheet for concrete	No.	4	R	R
4	Ref 500 mesh – 6m x 2.4m sheet for concrete	No.	16	R	R
5	R 8 (75m in total). See bending Schedule. Bars of 6m	No.	13	R	R
6	Y10 x 2.6m (See bending Schedule)	No.	1	R	R
7	800mm x 102mm x 76mm x 10mm angle iron	No.	1	R	R
F	STONE PITCHING				
1	Stone	m ²	10	R	R
G	SHUTTERING AND FINISHING				
1	Formwork in small works etc.	m ²	19	R	R
2	Smooth formwork (incl. narrow widths and raking	m ²	148	R	R
3	U2 finish to base of tank, steps and drying race	m ²	33	R	R
4	U4 finish to tops of walls	m ²	3.1	R	R
H	FILLING OF THE TANK > See Section C, clause 6). Both options to be priced, but only applicable 1 to be claimed				
1	Option 1: Tank is filled with one or more water tankers	Sum	1	R	R
2	Option 2: Tank is filled by pumping water from a nearby dam, borehole or other water source.	Sum	1	R	R
Total Page 2 – Transfer to Summary Page (5) >>				R	

**APPENDIX 2 | PRICING SCHEDULE | SECTION B | FENCING | PAGE 4**

>> Only materials actually supplied & installed will be paid for. Contractor to submit invoices/ delivery notes to prove expenditure.<<

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
I	Supply and installation of 164m of HINGED JOINT FENCING with 3 strands of barbed wire + gates				
1	Excavate in all materials for fence and gateposts.	m ³	2.2	R	R
2	Extra/Over for hard rock (use of this item must be verified and approved by the Engineer) – Rate Only	m ³	2	R	R
3	Galvanised Barbed Wire: 1.6mm diameter High Tensile double strand (845m per Roll)	Roll	1	R	R
4	2.4m Standard Creosote Poles Pressure treated, SABS approved (100 - 125mmØ)	No	36	R	R
5	Hinged Joint Fence, 1.2m high, Fully galvanised Vertical wire apertures: 150mm. Horizontal wires at 75/88/102/114/127/140mm. (100m Rolls)	Roll	2	R	R
6	Galvanized Wire Staples 32mm x 2.5mm (500g packs)	Pack	5	R	R
	Gate: 2400 (w) x 1800 (h)mm tractor gate (2 frames per gate opening of 4.8m width), HDG finish > 40-50mm diam.pipe frame > wall thickness 1.6mm min > diagonal brace 32/40mm x 1.6mm welded > Weldmesh cladding 50 x 100mm x 2.0mm > fastened onto frame with 2mm binding wire at 500mm intervalls > Ground clearance 75mm maximum > hinge eye bolts - include chain > 25MPa/19mm concrete block 300x300x400mm with 2*400x25mm dia. galv. steel pipes for gate drop bolts. i.e. 1 GATE = 2 FRAMES!!!	No	2		
7	8 ga straining wire, 4mm diam., 5kg(50m) Rolls; Fully Galvanized	Rolls	2	R	R
8	12 ga binding wire, 2.5mm diam., 5kg (130m) Roll; Fully galvanized	Rolls	1	R	R
10	42.5N PPC Cement. Packets of 50 kg	No	6	R	R
11	River Sand	m ³	0.6	R	R
12	Stone 13mm	m ³	0.7	R	R
Total Page 4 - Transfer To Summary Page (5) >>				R	

**APPENDIX 2 | PRICING SCHEDULE NEW DIPTANK | SUMMARY | PAGE 5**

COMPANY NAME _____

ADDRESS _____

CONTACT PERSON _____

CONTACT NUMBER _____

EMAIL _____

PAGE	DESCRIPTION	SUBTOTAL
	SECTION A – P&G'S	
1	A - PRELIMINARY & GENERAL (Pg1)	R
2	A - PRELIMINARY & GENERAL (Pg2)	
3	B – H - NEW DIPTANK WITH ANIMAL HANDLING FACILITIES (Pg3)	
4	I- HINGED JOINT FENCING	R
5	SUBTOTAL (LINE 1 – 4)	
6	ALL LABOUR AND SUPERVISION	
7	SUBTOTAL (LINE 5 + 6)	
8	ALL TRANSPORT (includes loading and off-loading)	
9	SUBTOTAL (LINE 7 + 8)	
10	CONTINGENCIES (10% OF LINE 14)	
11	SUBTOTAL (LINE 9 + 10)	
12	VAT 15%	
13	TOTAL (LINE 11 + 12)	

*VAT Registration No. (Supplier) _____

**(COMPULSORY)
COMPANY STAMP**

PRICES ARE VALID FOR..... DAYS

Waiting Period for Service..... DAYS

SIGNATURE

DATE



APPENDIX 3 - ADDITIONAL INFORMATION - EXPERIENCE - P.1

Please give details of projects your company has been, or presently is, involved in with particular reference to the type of work required for this contract (Site levelling; excavations & form work; steel work; concrete works; Dip tank construction & pole work; fencing). Provide details as per the format below. Two rows, 8 categories for every project. Indicate if the project in question was run by yourself, or if you did the work as a subcontractor.

#	1 Project name	2 Project type/ description	3 Project Period	4 Role (self or sub-contracted
	5 Total project value ¹	6 Project value handled by your company ¹	7 Client	8 References Name & Phone #
1	2	3	4	
1	6	7	8	
1	2	3	4	
2	6	7	8	
1	2	3	4	
3	6	7	8	
1	2	3	4	
4	6	7	8	



APPENDIX 3 - ADDITIONAL INFORMATION - EXPERIENCE - P.2

Please give details of projects your company has been, or presently is, involved in with particular reference to the type of work required for this contract. (Site levelling; excavations & form work; steel work; concrete works; Driptank construction & pole work; fencing). Provide details as per the format below. **Two rows, 8 categories for every project.** Indicate if the project in question was run by yourself, or if you did the work as a subcontractor.

#	1 Project name	2 Project type/ description	3 Project Period	4 Role (self or sub-contracted
	5 Total project value ¹	6 Project value handled by your company ¹	7 Client	8 References Name & Phone #
1	2		3	4
5	6		7	8
1	2		3	4
5	6		7	8
1	2		3	4
5	6		7	8
1	2		3	4
5	6		7	8
1	2		3	4
5	6		7	8



APPENDIX 4 - ADDITIONAL INFORMATION - SUBCONTRACTED WORKS

Please list which parts of the works will be sub-contracted and whom you nominate as subcontractor. The use of the nominated sub-contractor is subject to approval by the Engineering representative.

NO.	SUB CONTRACTOR WITH CONTACT DETAILS	ASSOCIATED WORKS
1		
2		
3		
4		
5		
6		
7		
8		

**APPENDIX 5 - CONTRACTOR'S HEALTH & SAFETY DECLARATION****Contractor's Health and Safety Declaration**

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by bidder)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN BID	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health & Safety Representatives		
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN BID
Hard hats		
Safety boots		
Add items as per risk assessment:		

4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with



Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.

5. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER DATE

.....

(of person authorised to sign on behalf of the Bidder)

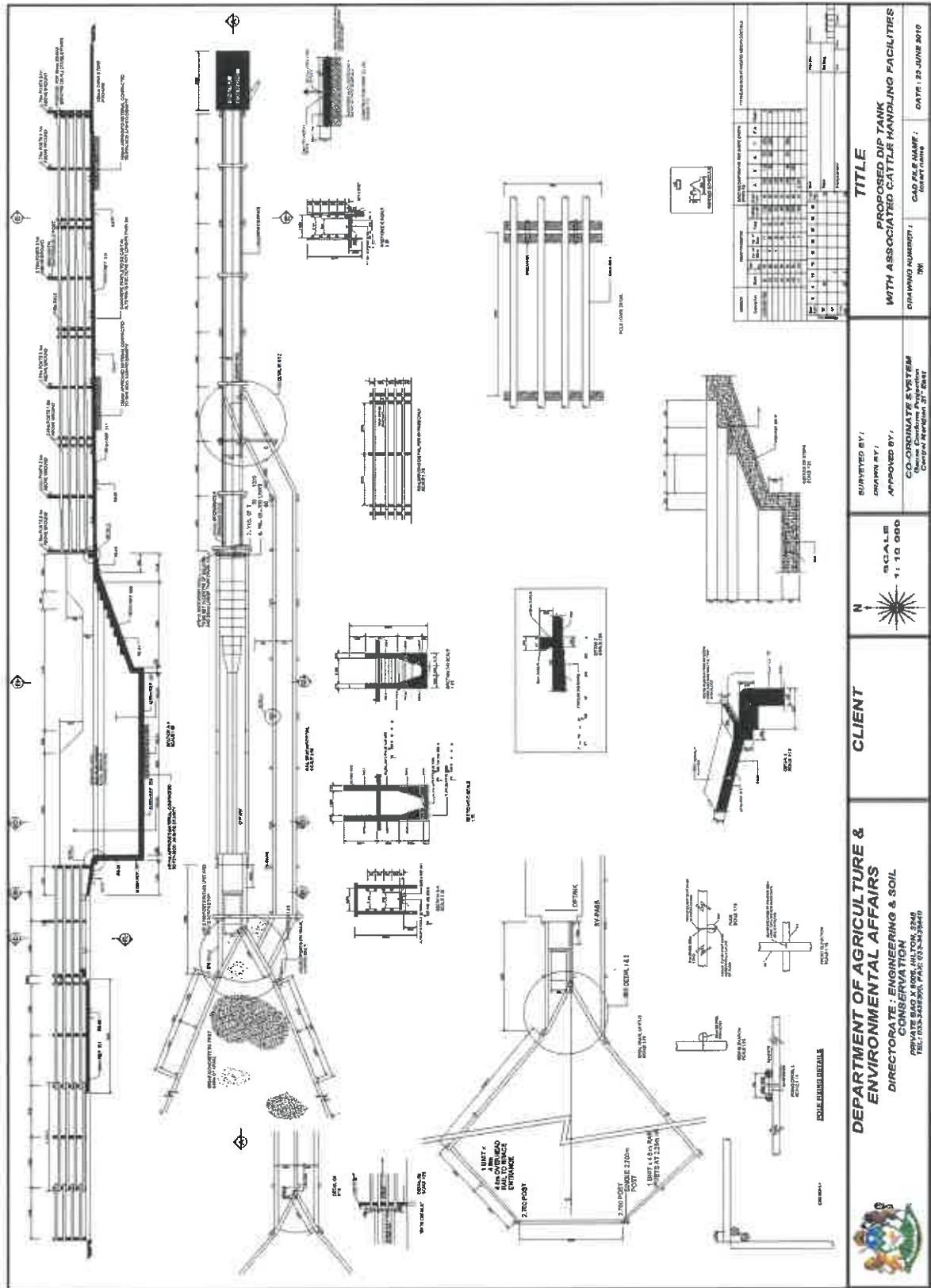


APPENDIX 6 - MGWAZWENI NEW DIPTANK LOCALITY MAP / SITE PLAN





APPENDIX 7 – LIST OF DRAWING: Standard Dip Tank Plan (DR01)





APPENDIX 7 – LIST OF DRAWING: Hinged Joint Fencing

NOTES

- 01 All fence structures require concrete 100% strength 200 x 200 x 1000 columns.
- 02 Columns must be spaced 10m apart.
- 03 Posts must be spaced 2.5m apart.
- 04 Posts must be spaced 2.5m apart.
- 05 Posts must be spaced 2.5m apart.
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- 100 Posts must be spaced 2.5m apart.

ENGINEERING SERVICES
 PROJECT: Mgwazweni New Diptank Project at Maphumulo LM – Ward 6
 DRAWING NO: 11-01-01

DATE: 15 October 2023
SCALE: 1:100

SPECIFICATIONS HINGED JOINT FENCING WITH GATES



APPENDIX 8 - PHOTOGRAPHS
(Pictures provided as examples for clarity purposes)

**DIPTANK
CONSTRUCTION
APPROACH
BASED ON
DARD
DESIGN**





DIPTANK: SETTING OUT / EXCAVATIONS / POLE LAYOUT





DIPTANK: EXCAVATIONS / FORMWORK / STEEL







COMPLETE DIPTANK



KRAAL WITH CONCRETE



ENTRANCE

JUNCTION

DRYRACE





PLUNGE TANK & SPLASH WALLS



NECK CLAMP



STONE PITCHING AT EXIT





GATE - HINGED



POLES / RAILS & PINS





FLOOR



DRAINS



STORM WATER DRAIN

