

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2324/1652

DESCRIPTION OF SERVICE:

SUPPLY AND CONSTRUCTION OF CRUSHPEN FOR MPUMUZA AREA UNDER UMGUNGUNDLOVU DISTRICT- ZAYEKA PROJECT

NAME OF BIDDER:			

Mandatory Requirements

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

COMPULSORY BRIEFING SESSION

Venue	KwaMpumuza Tribal Court	
Date	20 September 2023	
Time	10:00am	

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: 22 September 2023

Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

3200



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/2324/1652	VALIDITY PERIOD OF QUOTATION Days (To be completed by the Supplier)
CLOSING DATE: 22 SEPTEMBER 2023	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED:	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: SIBUSISO NGCOBO

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.

FOR ENQUIRY ONLY

END-USER NAME

: B MSIBI/PHINDILE SHOZI/NM SITHOLE/M NAIDOO/

MABIKA B-Engineering-Q Samuel

TELEPHONE NUMBER

: 0768216558/0714924074/033-3476249/033-3476250/0820910245

E-MAIL ADDRESS : BUKEKA.JIKIJELA@kzndard.gov.za>/PHINDILE.SHOZI@KZNDARD

.GOV.ZA/NM.SITHOLE@KZNDARD.GOV.ZA/MICHELLE.NAIDOO@

KZNDARD.GOV.ZA/Bheki.Mabika@kzndard.gov.za/quintin.samuel@kzndard.d.gov.za

PROPOSED DELIVERY DATE : 12 Oct 2023-

DELIVERY ADDRESS

: MPUMUZA : Msunduzi

LOCAL MUNICIPALITY DISTRICT

: Umgungundlovu

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PI	RICE
	(Please be very specific and clear)		R	С	R	С
1	Supply and construction of crushpen as per specification (BOQ). — ZAMEKA PROJECT 5 PART-PAYMENTS REQUIRED	1				
		BOUR (IF AP	PLICABLE)			
	*DE	LIVERY (IF AP	PLICABLE)			
				TOTAL		
	*ONLY APPLICABLE TO VAT RE	GISTERED SI	JPPLIERS 15	% VAT		
			TOTAL	PRICE		
CI	DB Grading (IF APPLICABLE)					

COMPANY NAME	
CSD NUMBER	
ADDRESS	
CONTACT PERSON	:
CONTACT NUMBER	:
*VAT Registration No	. (Supplier)
	Mark one Box (X)
PRICES ARE VALID	
SIGNATURE	DATE

15 PART-PAYMENTS REQUIRED

PART A INVITATION TO BID

			REQUIREMENTS OF T	HE (NAM			-			
BID NUMBER:		24/1652	CLOSING DATE:			EMBER 2023		NG TIME:	11:00	
SUPPLY AND CONSTRUCTION OF CRUSHPEN FOR MPUMUZA AREA UNDER UMGUNGUNDLOVU DESCRIPTION DISTRICT- ZAYEKA PROJECT						.OVU				
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 PROCE	BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:									
CONTACT PERS	ON	Sibusiso Ngcob	00	CON	TACT PE	RSON	B MAB	IKA / M.NAIDO	00	
TELEPHONE NU	MBER	033 355 9699		TELEPHONE NUMBER 08209		082091	10245 /033 347 6250			
FACSIMILE NUM		N/A			SIMILE NU		-			
E-MAIL ADDRES			o@kzndard.gov.za	E-MA	IL ADDRI	ESS				
SUPPLIER INFO		N								
NAME OF BIDDE										
POSTAL ADDRE										
STREET ADDRE		CODE			NUMBER	D				
CELLPHONE NU		CODE			NONDE					
FACSIMILE NUM	BER	CODE			NUMBER	₹				
E-MAIL ADDRES										
VAT REGISTR NUMBER	ATION									
SUPPLIER		TAX				CENTRAL				
COMPLIANCE ST	FATUS	COMPLIANCE			OR	SUPPLIER				
		SYSTEM PIN:				DATABASE No:	MAAA			
B-BBEE STATUS	,	TICK API	PLICABLE BOX	B-BB	EE STAT	US LEVEL SWO			LICABLE B	OXI
LEVEL VERIFICA		☐ Yes	□ No		DAVIT			☐ Yes		
CERTIFICATE										
IA B-BBEE STATI	IS LEVEL	VERIFICATION CI	ERTIFICATE/ SWORN AF	FIDAVIT I	(FOR FMF	S & OSEs) MUST	BE SUBI	MITTED IN ORDE	R TO OUAL	IFY FOR
PREFERENCE PO									11 10 00112	
ARE YOU THE										
ACCREDITED REPRESENTATI	V/E INI			ARE `	YOU A FO	DREIGN BASED		□Yes		
SOUTH AFRICA		□Yes	□No			R THE GOODS		□] i es		□No
THE GOODS				/SER	VICES /W	ORKS OFFERE	D?	[IF YES, ANS\	NER THE	
/SERVICES /WO	RKS	[IF YES ENCLOS	SE PROOF]					QUESTIONNAIRE BELOW]		N]
OFFERED?										
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO										
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO										
DOES THE ENTITY	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO									
DOES THE ENTITY	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO									
IS THE ENTITY LIA	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO									
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS										

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 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.
- 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.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

SIGNATURE OF BIDDER:

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 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.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 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.
- 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."

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

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)
DATE:

BIDDER'S DISCLOSURE

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

Full Name

- 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.

Name of State institution

Identity Number

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
accompar	nying bid, do hereby make the following statements that	I certify to be true
and compl	lete 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 bidder

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.

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

- 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:

 $Ps = 80\left(1 - rac{Pt-Pmin}{Pmin}
ight)$ or $Ps = 90\left(1 - rac{Pt-Pmin}{Pmin}
ight)$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$
 or $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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;

- 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;
 - 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/2324/1652
Goods/Service/Work SUPPLY AND CONSTRUCTION OF CRUSHPEN FOR MPUMUZA AREA UNDER UMGUNGUNDLOVU DISTRICT-ZAYEKA PROJECT

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

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)
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:

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

- General Conditions of Contract; and (ii)
- (iii) Other (specify)

6.

- 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.

•	_	
NAME (PRINT)		
	l l	WITNESSES
CAPACITY		1
SIGNATURE		1
		2
NAME OF FIRM		DATE:
DATE		252.2.2.2.



CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	lyour bid under reference n hereunder and/or further sp	in my capacity as umberdated pecified in the annexure(s).	for t	he rendering of servi	accept ces indicated
2.	An official order indicating	g service delivery instructions is f	orthcoming.		
3.		ment for the services rendered i ays after receipt of an invoice.	in accordance wit	h the terms and cond	ditions of the
	DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETIO N DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
4. SIGN	·	uthorised to sign this contract.			
NAM	E (PRINT)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
SIGN	ATURE				
OFFI	CIAL 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.

1.	from (na number)	me of institution) at	chase all or any of the goods and, it the price/s quoted. My offer/s rel riod indicated and calculated from	naccordance with the remain binding upon me a	requirements stipulated in (bid and open for acceptance by the
2.	The fo	llowing documents	shall be deemed to form and be	read and construed as	s part of this agreement:
	(iv) (v) (vi)	Tax of Pricing	ents, viz Ition to bid; Itearance certificate; Iteg schedule(s); Iteration of interest; Iteration of bidder's past SCM practial Conditions of Contract; Item of	ctices;	
3.	the good:	s and/or works spe	ed myself as to the correctness a cified in the bidding documents; price(s) and calculations will be	that the price(s) cover a	at the price(s) quoted cover all all my obligations and I accept
4.	the prope principal	er execution and fu liable for the due f	Ifilment of all obligations and con ulfillment of this contract.	ditions devolving on me	I accept full responsibility for a under this agreement as the
5.	for the go	oods/works as spe	cified in the bidding documents.		l undertake to make payment
3.	l declar or any oth	re that I have no pa ner bid.	rticipation in any collusive practic	es with any bidder or a	ny other person regarding this
7.	l confir	m that I am duly a	thorised to sign this contract.		
	NAME	(PRINT)		······································	
	CAPAC	CITY			WITNESSES
	SIGNA	TURE		,,,,,,,,,,	2
	NAME	OF FIRM			DATE:
	DATE				

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
	 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 Amended Codes of Goo Amended by Act No 46	% Black Owned as per Amended Code Series 100 of the od Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as of 2013.	
•	The Enterprise is	% Black Woman Owned as per Amended Code Series 100 of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as	
•	The Enterprise is Series 100 of the Amen 53 of 2003 as Amended	% Black Designated Group Owned as per Amended Code nded Codes of Good Practice issued under section 9 (1) of B-BBEE Act No	
•	Black Youth % =		
•	Black Disabled % =	%	
•	Black Unemployed % =		
•	Black People living in R		
•	Black Military Veterans		
•	Based on the Financial	I Statements/Management Accounts and other information available on the	
	latest financial year-end	d of, the annual Total Revenue was between	
	R10,000,000.00 (Ten M	Million Rands) and R50,000,000.00 (Fifty Million Rands),	
•	Please Confirm on the I	below table the B-BBEE Level Contributor, by ticking the applicable box.	
100% Bla	ck Owned	Level One (135% B-BBEE procurement recognition level)	
At least 5 Owned	1% Black	Level Two (125% B-BBEE procurement recognition level)	
Less than Owned	51% Black	Level Four (100% B-BBEE procurement recognition level)	
,	prescribed oath and cor Enterprise which I repre	idavit will be valid for a period of 12 months from the date signed by	
Date	· <u></u>		
		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 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;				
	 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 the Amended Codes of Amended by Act No 40. The Enterprise is Series 100 of the Amended Sand 2003 as Amended Black Designated Group Black Youth % = Black Disabled % = Black Unemployed % = Black People living in Foundation Black Military Veterans Based on the Financial latest financial year-energing R10,000,000.00 (Ten No.)	bood Practice issued under section 9 (1) of B-BBEE Act No 6 of 2013, ———————————————————————————————————	of 53 of 2003 as ode Series 100 of it No 53 of 2003 as mended Code of B-BBEE Act No ie:
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)	
represent in this matter.	pe valid for a period of 12 months from the date signed by	Enterprise which I
	Commissioner of Oaths Signature & sta	- mp





BID DOCUMENT FOR THE

CONSTRUCTION OF A CATTLE HANDLING YARD & CRUSH FOR 100 ANIMALS

PROJECT NAME:	Zayeka grazing camp – Mpumuza
PROJECT DESCRIP	TION
The contract covers the con	struction of a cattle handling yard with crush for 100 animals.
PROJECT LOCATION	D N
District:Umgungundlovu	DM
Local Municipality: Msund	luziLM
The site is situated at appro	oximately30 km SW of Pietermaritzburg
Project Coordinates: S 2	9° 36' 27" E 30° 17' 25"
/	
DOCUM	IENT DATA (FOR INTERNAL USE ONLY)
1) Name of official respons	sible for attaching this bid document to the request memo:
2) Designation of official (p	post + station):
3) Date when bid documer	nt was obtained:
4 Origin of bid document.	Tick applicable box
(a) copied from ori	ginal at Hilton head office
(b) sent electronica	ally from Head office and printed out (provide sender's name)
	ally by an Engineering colleague not from Hilton (provide name
(d) copy of a hard	conv
	FJ



DISCLAIMER

- 1. 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. The same applies for purported differences between the technical specifications and schedule of quantities.
- 2. The Engineering Services Directorate (ESD) takes no responsibility for an implemented project on the basis of this document alone without any prior involvement of ESD before (partial) completion. This involvement consists of, but is not necessarily restricted to:
 - Signing off of the bid/quote document and Drawings by ESD;
 - 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.
 - Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.
- 3. 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.

Table of Contents:

No.	Section	Pages	Read/ Complete
1	Cover Page	1	Read
2	Table of Contents / Disclaimer	2	Read
2	A - Project Particulars	3	Read
3	B - Special Conditions of Contract	3 - 9	Read
4	C - Project Technical Specifications	10 - 13	Read
5	ANNEXURE A: Additional Information	14 - 15	Complete
6	ANNEXURE B: Schedule of Quantities/ Pricing schedule	16	Complete



A | PROJECT PARTICULARS

1 PROJECT DESCRIPTION/BACKGROUND

The project covers the construction of a cattle handling facility which is ideal for the handling of small herds of up to 100 animals. The facility is to be constructed from treated timber posts and poles. Concrete works are required throughout the crush race area. A standard cattle neck clamp is to be purchased and installed in the facility.

2 SCOPE OF WORKS

The contract covers the supply of all material and fitting and construction of all works relating to the cattle handling facility. The following are the detailed scope of works for the cattle handling facility: Details of these works are specified in *Project Particular Specifications*.

- 2.1 Site selection
- 2.2 Supply all materials for the construction of the animal handling facility.
- 2.3 Accurately set out the location of all posts for the facility as per plan.
- 2.4 Excavate all post holes to the specified dimensions.
- 2.5 Install all posts as per the plan.
- 2.6 Backfill and compact soil into specified bases that do not have full concrete fill.
- 2.7 Mix and pour concrete into full and collared bases, ensuring posts are accurately positioned, aligned and plumb. Apply surface finishes as specified.
- 2.8 Allow concrete to set. Cure the concrete.
- **2.9** Excavate topsoil from crush area and compact the in-situ material.
- 2.10 Prepare shuttering and reinforcing for the floor slab in the crush area.
- 2.11 Mix and pour concrete floor slab. Apply surface finishes and cure as specified.
- 2.12 Drill and fix lateral poles to posts.
- 2.13 Drill and fix gates, latches and install neck clamp.

B | SPECIAL CONDITIONS OF CONTRACT

1) BIDDERS TO CHECK COMPLETENESS OF DOCUMENT

The Bidder is required to check the number of consecutively numbered pages and should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, 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) SCHEDULE OF VARIATIONS

If the Bidder chooses to suggest alternatives in his bid proposal, these should be *at least* of equal standards to the original specifications. All materials used must be SABS approved. In the case of variations being suggested, Section K of Bid form ZNT 1 will have to be completed.

3) VALIDITY PERIOD FOR BIDS AND QUOTES

Quotes shall remain valid for a period of 30 days after the closing day for the quote. Bids will remain valid for a period of 90 days from date of the closing of the Bid. However, in both cases prices are assumed to be firm for the entire period of the project (see also clause 33).

4) COMPULSORY PRE-BID BRIEFING MEETING

A compulsory pre-quote/bid site briefing and consultation meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any quote/bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.



5) HANDOVER OF SITE TO CONTRACTOR

The site will be handed over to the Contractor who 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. The Contractor is responsible for the administration, control and security on the site at all times during the contract duration.

6) WATER AND POWER

It is unlikely that water and electricity will be available on site and the contractor is recommended to make his own arrangements in this regards.

7) LOCATION OF CAMP

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. No persons other than a night watchman may sleep in the camp, without the approval of the local participants and Chairperson.

8) HOUSING OF CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees and the Contractor shall make his own arrangement for housing 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. 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.

9) LOCAL LABOUR

Unskilled labour may be available from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour. Nobody besides those directly involved with the project (ie: the Contractors workers and local labour) are allowed on site. The Contractor shall provide his own trained and skilled labour. The Contractor will be responsible for all hiring, payment, housing and transport of any and all labour used for the contract duration.

10) SECURITY & RISK

Except for the necessary security personnel no person shall be allowed on the construction site after normal working hours. The Contractor shall be responsible for all plant, 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.

11) MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE AND RESPONSIBILITY

The contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site. All equipment, materials and plant stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and has been officially accepted by the Department.

12) EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

The Contractor is advised that he will be held responsible for any damage to the existing pavings, roads, municipal pavements, fences, boundary walls, etc., and will have to make good at his expense.

13) DAMAGE TO PROPERTY

If the Contractor or his workmen 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 Employer, or any private property including: buildings, pavings, roads, fences, walls or grounds contiguous to the premises of the Employer on which he or they may be employed, the Contractor will be required to made good, in a perfect and workmanlike manner, at own expense all damage to the approval of the Employer. The Completion Certificate will not be issued until the Employer is satisfied that all necessary remedial work has been satisfactorily completed. The Contractor shall take every



precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

14) UNDERGROUND CABLES AND PIPES

If such services is/are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed. Should the Contractor damage underground cable or pipes such damage shall be repaired as soon as safe and possible by the Contractor. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractor's works insurance.

15) DAILY RAINFALL RECORDS

The Contractor shall keep **daily rainfall records** and submit them to the Department's representative at every site meeting, or fortnightly by fax in the absence of such visit. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather.

16) INSPECTION OF WORK

The Head of Department or his Representative may at all reasonable times have access to the Works and/or the workshops or other place where work is being prepared for this Contract for inspection. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor as may think necessary. Should the Head of Department or Representative consider any materials objectionable or if is shall appear to him at any time during the construction, or prior to the expiry of the defect liability period, that any part thereof has been executed with unsound or imperfect materials or with unskilled or imperfect workmanship, the Engineer will notify the Contractor who shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials, and shall rectify or reconstruct the Works in whole or part, as the case may be at the Contractors own proper cost or charge.

17) NOTICE OF COVERING WORK

The Contractor shall give due notice to the Head of Department or Representative 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, and in the event of any such work or materials being covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Employer.

18) COMPETENCY OF THE CONTRACTOR/ SUBCONTRACTING OF WORK

This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of at least 1 GB/CE. The contractor is to submit evidence of his/her OWN registration. CIDB registration of possible sub-contractors would be recommended but will not make up for non-registration by the contractor quoting/bidding for the work. The Department reserves itself the right to disqualify any quote/bid in the event of substantial unsatisfactory reports being obtained about the proponent of such a quote/bid.

The contractor must indicate in Annexure A1 – List of works performed by sub-contractors not in the employ of the Contractor which part(s), if any, (s)he intends to subcontract. In case the contractor decides to subcontract part of the work (s)he shall obtain written consent of the Engineer, which shall not be unreasonably withheld. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be liable for the acts, defaults and neglects of any sub-contractor, his agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

19) CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings and Specification taken together. The Contractor shall provide without extra charge all assistance and everything reasonably necessary for proving the quality of work done as may be required by the Engineer.



20) VARIATIONS / 'AS BUILT' DETAILS

No variations or alterations may be made without the prior approval of the Regional Engineer or his delegated representative. As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. These details will, where appropriate, be noted on the supplied drawing. All alterations will be deemed to have a zero additional cost implication. If any additional works are required that have an additional cost implication then these must be handled as a contingency and must first be authorized in writing by the Regional Engineer. Refer to notes on contingencies.

21) VERIFICATION OF EXPERIENCE

The proponent of a bid/quote will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess his/her capacity. He/She shall provide such information in Annexure A2 - List of previous relevant work experience.

22) LABOUR CAPACITY

The proponent of a bid/quote 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 a fair quality of workmanship. The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If in the opinion of the Head of Department or Delegated Representative any person employed by the Contractor misconducts himself or is likely to cause or has caused quarrels, or delay, or is incompetent, the Contractor when so directed by the Head of Department or Delegated Representative shall at once remove such person from the site.

23) LOCAL AND OTHER AUTHORITIES NOTICES AND FEES

The Contractor shall comply with and give notices required by any Act of Parliament, Act of the KwaZulu-Natal Provincial Legislature, Laws, Regulations and By-Laws of any Local Authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected, and he shall pay and indemnify the Employer against any fees or charges demandable by law thereunder in respect of the Works provided that the said fees and charges, if not expressly included in the Contract Sum or stated by way of Provisional Sum shall be added to the Contract Sum and be payable to the Contractor accordingly.

The Contractor before making any variation from the Drawings and Specification necessitated by such compliance shall give to the Regional Engineer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto. If the Contractor within twenty-one days does not receive instructions he shall proceed with the work conforming to the provision. regulation or by-law in question, and any variation necessitated as aforesaid shall be deemed a variation and dealt with as such.

24) SITE SAFETY

During the construction, the regulations of the Occupational Health and Safety Act No. 85 of 1993 and Machinery and Occupational Safety Act (Act 6 of 1983) will apply. By submission of a Bid/Quote the proponent acknowledges and agrees that, should this Bid/quote be accepted, (s)he is an employer in his own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 and amendments thereto and the corresponding Construction Regulations 2003 will ensure that all Works to be performed or machinery and plant to be used in the Works will be in accordance with the provisions of such regulations. (S)he also agrees that he is aware of the fully understands all the provisions of such regulations. All equipment, machinery, tools and safety equipment used on site are to be in a safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The Contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration. All necessary safety equipment required to construct the facility must be used by the workers where appropriate and are for the contractor's responsibility and provisioning. 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. The Contractor shall ensure the safety of all work left standing in an incomplete state during the construction and shall be responsible for all damage or loss caused by his failure to ensure the safety of such incomplete work.

Site operations requiring special attention include but are not limited to:

- Any excavations; plant, machinery and equipment operations;
- any chemical storage and usage whatsoever;



- any works requiring elevated personnel such as for roofing, elevated building works requiring ladders or scaffolding etc...;
- any works with overhead elevated operations or construction.

25) INJURY TO PERSONS

The Contractor shall be liable for and shall indemnify the Employer/Engineer 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.

26) DISAGREEMENTS

a) Notice of disagreement

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

(b) 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, failing which he shall be deemed to have given a ruling dismissing all the Contractor's contentions.

27) FIXED PRICE CONTRACT

The contract shall **not** be subject to contract price adjustment. Proponents of Bids/Quotes must therefore allow for increase cost for the contract duration, including possible delays in awarding the Bid in accordance with the validity period.

28) QUANTITIES OF WORK

The Contractor shall receive payment only for the works actually executed and approved by the Engineer. No claim for an extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Head of Department. Such a variation will be dealt with as a contingency only if the variation has an additional cost implication. No objection to the description or terms of the order will be entertained unless lodged in writing with the Head of Department within twenty-one (21) calendar days of the date of the order.

29) COMPLETION OF THE WORKS

Work completion will be established over three stages, in line with the JBCC.

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.

· 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 retention money.

Final completion

The latent defect/liability period for infrastructural works implemented for the Department is 1 year. This means that the Contractor will be liable for latent defects that may come to the light after works completion. A latent defect is defined in the JBCC as "a defect that a reasonable inspection of the works by the principal agent would not have revealed before the issue of the defects list". However, for practical reasons the payment of the second half of the retention money will take place 3 months after works completion, provided that no latent defects have come to the fore. Note well, though, that the Contractor will still be liable for the repair of latent defects not related to wear and tear for another 9 months after *final completion*.

30) RETENTION

A 10% retention will be withheld on each payment. The Department will pay out half of this retention, or 5% of the bid value, as the seventh payment, at works completion (see Clause 29). A work has



reached the works completion stage if the contractor had attended to all items listed on the patent defect list, or a works completion list which details defective and incomplete work present at practical completion but which are not required to achieve practical completion. This "snag list" is drawn up by the Engineer. The remainder, viz 5%, will be paid out after 3 months, provided that no latent defects have come to the fore, or that the Contractor has fixed those latent defects that have come to the light after works completion.

31) PROGRESS PAYMENTS

The contractor may submit claims for progress payments only on completion of the hereunder-listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed or fitted or built up. 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. The contractor shall be paid in up to a maximum of **five payments**.

PAYMENT SCHEDULE				
		% of total work	Actual payment (%)	
1	Site establishment + setting out of the works	10%	9%	
2	Supply and installation of the poles	50%	45%	
3	Concrete slab and installation of neck clamp	40%	36%	
4	Retention 5% at works completion		5%	
5	Retention 5% at final completion		5%	
	TOTAL	100%	100%	

The penultimate payment occurs after practical works completion. The final payment will be made after at *final completion* 3 months after practical completion, provided that no latent defects occurred, or were attended to before the expiry of the 3 months period. See also Section (32) below.

NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed or fitted or built up. 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.

32) DEFECT LIABILITY PERIOD

An amount of 10% of the contract value for the works will be withheld as defect liability retention. This amount will be paid out after expiry of the defect liability period of 90 days after the practical completion inspection. The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of three (3) months. 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 without delay and at his own cost.

If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

33) SERVICE LEVEL AGREEMENT

The successful Bidder and the Department will sign a Service Level Agreement prior to commencement of the works. These General Conditions of Contract will form part of the SLA. A proposed work schedule must be provided by the contractor for the approval of the Engineer within 2 (two) weeks of receiving notification of a successful bid. A required payment schedule will be made in accordance with % works complete (based on installation/work completed on site). Verification of the % complete will be at the sole discretion of the Engineer.



34) COMMENCEMENT OF THE WORKS

The Department will organize a site hand-over to the contractor. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. The site will be handed back after practical completion. Site establishment must start within two weeks, and the actual works within three weeks after hand-over of the site, provided that an official order has been issued and that no exceptional circumstanced such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint one of the other contractors that have Bid for the works.

35) RATE OF PROGRESS

- (a) The Works shall be completed within 3 months.
- (b) If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by an other causes beyond the Contractor's control then 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. 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. The date of completion will be extended only to the extent approved by the Department. 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 by sub-clause (a) of this clause shall not be exceeded. 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.

36) TIME TO BE OF THE ESSENCE

Time shall be considered as the essence of the Contract. If, therefore, the Contractor fails to commence work or the Works or to proceed with and complete the Works in compliance with the projected timeframes, then the Head of Department shall have the right in his/her absolute discretion to adopt and exercise all or any of the following courses wholly or partly, viz: -

- 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, and
 thereupon: -
- To make any 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.
- To provide such number of men, or purchase such materials, or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.

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.

37) ADVANCE PAYMENTS

The Department will not make any advance payments before any work is done.

38) ANCILLARY MATERIALS, SERVICES AND EQUIPMENT

An amount will be set aside for Ancillary Materials, Services & Equipment on the Pricing schedule/BoQ under item 34. It will constitute 10% of the Sub-Total (A) on the line above. It covers additions to the works due to site-specific circumstances and additional items not covered elsewhere in the original contract due to circumstances that have occurred after commencement of the works. Any expenditure against this item must be agreed upon in advance by the Department and no additional work or purchases or services may be done/delivered without such permission. Payment will be on the basis of proven cost plus a % mark up to be tendered under Pricing Schedule item 35.

If no expenditure against this item is made, or if the total of approved expenditure against this item is less than the amount under 34/35, the balance not used will be subtracted from the contract amount and will NOT be paid out.



C | TECHNICAL SPECIFICATIONS

3.1 Site selection:

The facility should be centrally located on the farm if possible and close to the farm dwelling. The site is to be on a desirable fall of 2-3% grade. The cattle movement should always be uphill except when returning to the holding pens. There should be a rise of 150mm through the crush race. The longitudinal direction of the crush race should be angled across the slope and slightly inclined. The holding pens are to be located on the lower grade. Thus the crush and working areas should be on the upper slope.

- Site preparations & establishment: SABS 1200 AA (4) 3.2
- 3.3 Setting out of works: SABS 1200 AA (5.1.1)

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

- Restricted Excavations: SABS 1200 AA (5); SABS 1200 DA (5.1; 5.2.2) 3.4 Site material excavations are only required throughout the crush area and all individual bases. The area must be cleared and stripped of all plant materials, roots and topsoil prior to site levelling. The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled or replaced once all construction is complete as per engineer's instruction. The site is to be levelled prior to any construction. This includes excavation of in situ material to provide a level platform and well compacted sub base for the structure.
- Backfilling and compaction of soil: SABS 1200 DA (3.2; 5.2.3.2) 3.5 Material excavated and suitable for backfilling will be placed in even, thin layers and compacted with thicknesses not exceeding 150mm.

STANDARD CONCRETE MIXES:

Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in table 5.1, and the Contractor is also referred to the foregoing preambles insofar as they apply: -

Concrete	Estimated Maximum		Proportion of Constituents				
Class	Minimum Compressive Strength in MPA at 28 Days	Nominal Size of Coarse Aggregate in mm	Cement (Parts) ¹	Fine Aggregate (Parts)	Coarse Aggregate (Parts)		
Α	10	37,5	1 (= 2bags)	4	5		
В	15	19,0	1 (= 2 bags	3	4		
С	20	19,0	1 (= 2 bags	21/2	31/2		
D	25	19,0	1 (= 2 bags	2	3		
Е	30	19,0	1 (= 2 bags	2	21/2		

Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 33L or 0,033m3. If the mix is made using wheelbarrows as measurement (65L or 0.65m3). the volume of 1 wheelbarrow would equate to 2 bags of cement.

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.

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 rescreeding 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.

3.6 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)

Refer to standard concrete mixes specification in TABLE 4.5.1. below.

Refer to surface finishes specification in TABLE 4.5.2. below.

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

Reinforcing: SABS 1200 GA (5.1)

3.7 CONCRETE BASES FOR POLES

- 3.7.1 Class B concrete with Class U1 surface finish to be used for all concrete bases: ±15MPa/19mm, 1:3:4 mix, slump to SABS 1200GA 5.4.1.2
- 3.7.2 All corner posts, gate posts and posts where overlapping of laterals occur and also all posts throughout the crush area require full depth concrete bases 600mm deep with a compacted soil layer at the base of the post holes- see drawing.
- 3.7.3 All other posts require backfilling of soil (well compacted in thin layers <150mm) and a 200mm deep concrete collar.
- 3.7.4 Four 125mm galvanized round wire nails are to be partially nailed into each vertical post to provide anchorage for the concrete bases/collars approximately 100mm below the ground surface.
- 3.7.5 Surface to be finished 25mm below ground level and covered with topsoil.
- 3.7.6 Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.

3.8 CONCRETE FLOOR IN CRUSH AREA

- 3.8.1 Class C concrete with Class U3 surface finish to be used for all concrete floor slabs. ±20MPa/19mm, 1:2½:3½ mix, slump SABS 1200GA 5.4.1.2
- 3.8.2 The crush area is to have a 90mm thick concrete slab, reinforced with ref 100 mesh with panels not exceeding 3m in length with coarse surface finish and drainage perpendicular to the crush direction. The mesh is to be placed consistently 30mm below the top surface of the concrete throughout the crush area as indicated on the plan and maintained in position throughout pouring (approximately 16m²).
- 3.8.3 Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.

3.9 POLES

3.9.1 <u>Sizes:</u> The majority of poles shown are standard sizes and thus do not require cutting. Note that all joints are lapped up and down to prevent cutting and early deterioration. If any non standard lengths are required then the cuts must be treated to prevent deterioration.

Posts: 100-125mm Ø -2.4m lengths.

Laterals: $75-100 \varnothing - 4.8 m$ lengths.

- 3.9.2 <u>Treatment:</u> All poles are to be SABS pre-treated either of creosote or CCA treatment. CCA is not recommended for drier climates where cracking may occur.
- 3.9.3 **Quantities:** Please refer to the Drawing for an estimate of approximate quantities. Please note that although much effort is used in estimating these quantities, the onus is on the



tenderer to thoroughly check the estimates and to make certain that sufficient materials are available. Note that the tenderer is tendering for the entire works and must price for any additional materials so needed if required.

- 3.9.4 Fixing: Please refer to the details on the plan. Laterals are to be fixed to the posts using R8 mild steel reinforcing driven through a 6mm hole drilled through both poles. The reinforcing rod is then to be bent or hammered around the laterals/posts as indicated in the plan. The lateral and post are to be joined tightly together. All posts to be plumb, true and accurately aligned before concrete is poured.
- 3.9.5 Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy II for all posts and laterals.

3.10 **GATES, NECK CLAMPS AND EQUIPMENT**

- 3.10.1 Gates: Three heavy duty steel gates and one small man gate fitted with a 'dead bolt / panic bolt' type latch (in the crush) are required as located in the drawing. The gates must be a minimum of 40mm diameter round tubing with horizontal spacing of 200-250mm The gates are to be primed and painted as per TABLE 4.12.
- 3.10.2 **Neck Clamp:** One standard V Type steel manufactured neck clamp is required at the exit of the crush. Installation is to be to the manufacturer's recommendation. A crush with gate in front or pole barrier may be used as long as the animals are immobilised by tying their heads to the side of the crush with a leather thong which will not cut their skins. Loose poles at the rear of the animals placed in front of the vertical posts will prevent animals from moving backwards in the crush. The clamp is to be primed and painted as per TABLE 4.12.



- 3.10.3 Latches: An example of a simple chain linkage latch is shown. The chain is to be a minimum of 4mm thick linkages ±60mm length. One end is to be fixed to the pole fence and the other to the gate. A heavy duty bolt latch is required for the pedestrian gate in the crush area.
- Priming: Priming of steelwork (non galvanized): Surfaces are to be cleaned in accordance with SABS 064 and painted with red oxide zinc chromate primer or equivalent in accordance with SABS Specification 909 prior to delivery. Upon delivery to the site and again after erection any bared or damaged surfaces and connections are to be made good with similar primer.
- Finishing: Painting of steelwork (non galvanized): Any surfaces that may be damaged/welded are to be rubbed down over the damaged and surrounding area to a sound surface and then restored by re-applying the removed coat properly merged in with the existing. Two finishing coats of Super Universal Enamel (NY-1G) or equivalent are to be applied after construction is complete to any exposed structural steelwork. Galvanized surfaces requiring surface treatment are to be coated with cold galvanizing.

3.11 SAFETY

Refer to general conditions for site safety. Site operations and conditions requiring special attention include but are not limited to:

- Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, 3.11.1 drills, augers, picks, spades, hand tools 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
- 3.11.2 Lifting and lowering of materials in any way whatsoever.
- 3.11.3 Excavations including post holes to be clearly indicated to prevent injury to personnel.
- 3.11.4 Potential ingress of water on/through site
- 3.11.5 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 3.11.6 equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement,
- 3,11,7 Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required



- 3.11.8 Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots etc.
- 3.11.9 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.
- 3.11.10 Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.



ANNEXURE C:

SCHEDULE OF ESTIMATED QUANTITIES:

100 ANIMALS - 215 SQ.M. CATTLE HANDLING FACILITY: SCHEDULE OF QUANTITIES

Please note that although much effort is used in estimating these quantities, the onus is on the tenderer to thoroughly check the estimates and to make certain that sufficient materials are available to complete the works in full.

Note that the tenderer is tendering for the entire works and must price for any additional materials so needed if required.

ITEM	DESCRIPTION		QUANTITY	RATE	TOTAL
EXCAVATIONS		J	WOMINI)	MATE	TOTAL
1 Excavation for bases	Volume of post holes	m³	6		
2 Excavation for crush area			15.8		
3 Backfilling and compaction of soil in post holes Volume of soil to be replaced		m³	1,8		
4 Compact in-situ material- for crush area floor	Area to be compacted	m²	15.8		
CREOSOTE POLES			.015		
5 Posts for Crush Area	2.4m length x 100 - 125 mm diameter	no.	80		
6 Posts for Holding Area	4.8m length x 100 - 125 mm diameter	no.	80		
SOIL CRETE FOR POST HOLES	mixing ratio: 1 : 6		00	-	
POST HOLES (400x400mmx600mm deep)		no.	54		
7 Cement	50kg pockets	no.	10.0	_	
CONCRETE FLOOR (90mm)	mixing ratio: 1:2.5:3.5		70.0		
Area of floor slab		m²	16		
Thickness of floor slab		m	0.1		
Volume of concrete required:	Incl 10% wastage	m³	1.8	_	
8 Sand	river sand in cubic meters	m³	1.0		
9 Stone	concrete stone 19mm diameter	m³	1.3	-	
10 Cement 50kg pockets		no.	12.0	-	
MISCELLANEOUS		110.	12.0		
11 Gates	3m long farm access type gates	no.	3	_	
12 Gates	Man gate located in crush with latch	no.	1		
13 Neck Clamp	V type, painted	no.	1	-	
14 Galvanised Wire (High Tensile Straining)	Straining wire: 4mm diameter- single strand	m	100	_	
15 Galvanised Wire Staples	25mm staples for Fencing	no.	40		
16 Galvanised round wire nails	Standard builders nails- 125mm length	no.	220		
17 Reinforcing rods	R8 reinforcing bar 30 x 900mm length	m	30.0		
18 Reinforcing rods	R8 reinforcing bar 320 x 500mm length	m	160.0	_	
19 Reinforcing mesh: Area A	Ref 100: Length 7m; Width 1m	m²	7.0	_	
20 Reinforcing mesh: Area B	Ref 100: Length 3.5m; Width 2.5m	m²	8.8		
SUB TOTAL	. serigi. eterti tetett zioni		0,0		_
21 Ancillary Materials and equipment	By verification only	Sum	1		R 5,000,00
22 Labour	, , , , , , , , , , , , , , , , , , , ,	Ouri			00,000,6 71
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VAT (15%)					
	TOTAL		ve of VAT)		

Client

ZAYEKA GRAZING CAMP

CATTLE

CRUSH

FOR 100 ANIMALS USE: STANDARD DESIGN

DRAWING NITHUS YEAR SEQ NO CAT. DRA- G. Servicel NOVETWO G Servicel OATE 04/04/2023 DERIVARIO G Servicel SCALE 1, 200









4 PINOAK AVENUE / PRIVATE BAG X6005 HILTON / 3245 / PHONE : 033-3438300 FAX : 0333438443 ENGINEERING SERVICES

Gale post

CRUSH CROSS SECTION ပ

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PLAN 4

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1500 1300 800

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7

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4 8m

4.8m

3 80m x 1.20m sted gales

gninago else 00 kc

HOLDING PEN ELEVATION B