



## **KWAZULU-NATAL PROVINCE**

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

### **KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

**QUOTATION No: R/S/2324/493**

#### **DESCRIPTION OF SERVICE:**

**CONSTRUCTION OF NEW DIPTANK, AT NHLANHLENI, DR NDZ LOCAL MUNICIPALITY, HARRY GWALA DISTRICT**

**NAME OF BIDDER:**

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#### **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**

<b>Venue</b>	<b>Department of Agriculture – DR NDZ Local Office</b>
<b>Date</b>	<b>16 October 2023</b>
<b>Time</b>	<b>09:30am</b>

#### **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: **18 October 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: <b>R/S/2324/493</b>	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: <b>18 OCTOBER 2023</b>	CLOSING TIME: <b>11H00</b>
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED:  <b>CONSTRUCTION OF NEW DIPTANK, AT NHLANHLENI, DR NDZ LOCAL MUNICIPALITY, HARRY GWALA DISTRICT</b>	COMPANY NAME:  TEL NO: FAX NO:  CONTACT PERSON:  <b>CSD REG NUMBER MAAA.....</b>
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
<b>QUOTATION TO BE RETURNED TO:</b> <b>THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT</b> <b>,01 CEDARA ROAD, SCM BID BOX</b>  FOR ATTENTION TO : SIBUSISO NGCOBO TEL NUMBER : 033 355 9699	
<b>NB: DOCUMENT MUST BE COMPLETED IN FULL, THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR SUPPORTING DOCUMENTS.</b>	

**FOR ENQUIRY ONLY**

END-USER NAME : M Y Malunga  
 TELEPHONE NUMBER : 076 754 4248  
 E-MAIL ADDRESS :  
 PROPOSED DELIVERY DATE : 20 October 2023  
 DELIVERY ADDRESS : Dr NDZ Local Office  
 LOCAL MUNICIPALITY : Dr NDZ Local Municipality  
 DISTRICT : Harry Gwala

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE
			R	C	R
1	Construction of New Dip tank, at Nhlanhleni Dr NDZ Local Municipality, Harry Gwala District				
* LABOUR (IF APPLICABLE)					
*DELIVERY (IF APPLICABLE)					
TOTAL					
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT					
TOTAL PRICE					
<b>CIDB Grading</b> (IF APPLICABLE)					

COMPANY NAME : \_\_\_\_\_

CSD NUMBER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CONTACT PERSON : \_\_\_\_\_

CONTACT NUMBER : \_\_\_\_\_

\*VAT Registration No. (Supplier) -----

PRICES ARE VALID FOR DAYS Mark one Box (X)  
 30  60  90  120

SIGNATURE.....

DATE.....

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>			
BID NUMBER:	<b>R/S/2324/493</b>	CLOSING DATE:	<b>18 OCTOBER 2023</b>
		CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>CONSTRUCTION OF NEW DIPTANK, AT NHLANHLANI, DR NDZ LOCAL MUNICIPALITY, HARRY GWALA DISTRICT</b>		
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>			
<b>THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	<b>Sibusiso Ngcobo</b>	CONTACT PERSON	<b>M Y Malunga</b>
TELEPHONE NUMBER	<b>033 355 9699</b>	TELEPHONE NUMBER	<b>076 754 4248</b>
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:Sibusiso.Ngcobo@kzndard.gov.za">Sibusiso.Ngcobo@kzndard.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Mary.Malunga@kzndard.gov.za">Mary.Malunga@kzndard.gov.za</a>
<b>SUPPLIER INFORMATION</b>			
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: <b>MAAA</b>
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
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 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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		
<b>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.</b>			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</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 interest<sup>1</sup> 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:  
.....  
.....

---

<sup>1</sup>

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 consortium<sup>2</sup> 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.

.....	.....
<b>Signature</b>	<b>Date</b>
.....	.....
<b>Position</b>	<b>Name of bidder</b>

<sup>2</sup> 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
<b>100% Black owned entities</b>	<b>10</b>	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
<b>Enterprises located in a specific District (Proof of residence to be attached)</b>	<b>10</b>	
<b>51% Black people who are women</b>	<b>10</b>	
<b>51% Black people who are youth</b>	<b>8</b>	
<b>51% Black people with disabilities (Proof to be attached)</b>	<b>7</b>	
<b>51% Black people living in rural or underdeveloped areas or townships</b>	<b>6</b>	
<b>51% Black people who are military veterans (Proof to be attached)</b>	<b>6</b>	
<b>A cooperative owned by 51% black people</b>	<b>5</b>	

**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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

The following preferential goals will contribute to the advancement of designated groups.

Procurement above R1 to R1M (80/20) the Department will allocate the Specific goal points as follows:

An EME or QSE entity which is 100% Black owned will be awarded 10 points and

An EME or QSE entity which is:

51% black people who are youth.

51% black people who are women.

51% black people with disabilities.

51% black people living in rural or underdeveloped areas or townships.

51% black people who are military veterans.

A cooperative owned by 51% black people

Procurement from R1 – R29 999 the Department will allocate points on entities that are owned by black people which will be 10 of 20 (80/20) and the promotion of enterprises located in a specific district for work to be done or services to be rendered in that district will be 10 of 20 (80/20).

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
Enterprises located in a specific District (Proof of residence to be attached)	10	

If the entity is 100% owned by black people, this must be supported by a BBBEE certificate or affidavit or share register or CSD report.

Procurement from R30 000 – R1M the Department will allocate the points on entities that are owned by black people which will be 10 of 20(80/20) and 5 of 10 (90/10).

If the entity is 100% owned by black people, this must be supported by a BBBEE Certificate or Affidavit or Share Register or CSD report.

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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points )
Enterprises located in a specific District (Proof of residence to be attached)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

Should the service provider qualify for more than one (1) HDP points, the Department will award the highest score. HDP points indicated herein above are not fixed therefore subject to change as and when necessary.

**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/2324/493**

Goods/Service/Work: **CONSTRUCTION OF NEW DIPTANK, AT NHLANHLINI, DR NDZ LOCAL MUNICIPALITY, HARRY GWALA 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)

<b>Departmental Stamp With Signature</b>

**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 .....

<b>WITNESSES</b>	
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 number .....dated.....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)

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

SIGNED AT .....ON.....

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 fulfillment 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:	.....

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	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

<b>Definition of "Black Designated Groups"</b>	"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	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (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,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	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

<b>Definition of "Black Designated Groups"</b>	"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	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (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



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

# **CONSTRUCTION OF A NEW DIP TANK** **(NHLANHLENI)** **AND ANIMAL HANDLING** **FACILITIES**

## **PROJECT SPECIFICATIONS, CONDITIONS OF** **CONTRACT AND PRICING AND PAYMENT** **SCHEDULES DOCUMENT**

*This document contains:*

No.	Section	Pages
1	A - Project Particulars	2
2	B - General Conditions of Contract	3 - 13
3	C - Project Technical Specifications	14 - 17
4	ANNEXURE A: Pricing summary	18
5	ANNEXURE B : Payment Schedule	19
6	Bill of Quantities	1-2
7	DRAWING 1: Standard Dip tank plan	DR01

## A - PROJECT PARTICULARS

### 1) PROJECT DESCRIPTION / BACKGROUND

The project covers the supply of all material, fittings and construction of a cattle dip and associated animal handling facilities. The works include the excavation of the pit (hole) according to specification on the plan, construction of the concrete lining of the pit and dry race using approved methods, construction of the crush pen, bypass and entrance kraal with poles. It also includes the casting of concrete in the kraal area as well as the entrance and exit areas of the bypass. Please refer to the attached **typical cattle dip tank plan**.

### 2) LOCATION

Name of dip tank: Nhlanhleri Dip Tank

Location and road access: DR NDZ Local Municipality at Nhlanhleri, Bad access road.

(See attached map)- Annexure A

### 3) SCOPE

The contract covers the supply of all material and fitting and construction of all works relating to the new dip tank and animal handling facilities. The following are the detailed scope of works for the **new dip tank and animal handling facilities**: Details of these works are specified in *Section D: Project Technical Specifications*.

- Site selection and establishment;
- Earthworks: Excavate the pit to desired depth and width using suitable methods. Accuracy regarding the exit slope is very important. To ensure maximum accuracy final preparation must be done using picks and spades. See specifications and drawings.
- Steel work: the bending schedule for reinforcing the tank is supplied with drawing and is to be followed precisely. This must be inspected and approved by the supervising engineer or his delegated representative. The base of the tank must be prepared and cast first before any other concrete work is carried out. The base reinforcement must protrude from the base to ensure proper tying of the side wall reinforcing.
- Form work: pre-cut 20mm shutter boards must be used to do the form work. It must be supported in such a way that when casting commences, no “kick out” occurs. Form work must be inspected by the supervising engineer or his delegated representative before casting commences. Shuttering should be treated so that the concrete does not stick to it.
- Concrete work: mechanical concrete vibrator (petrol driven) must be used at all times and concrete should be cast in manageable amounts. If any unlikely defects occur, it must be patched to match the same finishing when the shuttering is removed.
- Poles- only treated, SABS standard poles to be used
- Strength of concrete - 30MPa
- Cover to reinforcement = 40mm
- All sharp exposed edges to have chamfer of 25x25mm



## B - GENERAL CONDITIONS OF CONTRACT

### TENDER DOCUMENTATION

#### 1) TENDERERS TO CHECK COMPLETENESS OF DOCUMENT

The tenderer 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 tenderer must ascertain the true meaning or intent of the same prior to the submission of his/her tender, as no claims arising from any incorrect interpretation will be admitted.

#### 2) COMPULSORY INFORMATION REQUIRED FROM TENDERERS

All schedules, which accompany the Tender Form, form an integral part of the Tender and must be duly completed in every detail. Failure to do so will render the Tender ineligible for consideration. The Tenderer must submit his Tender with **all pages of the Tender document initialled**. Failure to initial each page may result in the Tender being disregarded. The Tenderer must retain for his own use a copy of the Specification and all Schedules submitted.

If the bidder is registered with the CIDB (Construction Industries Development Board) then the bidder shall also attach proof of such registration, including details of the registration grade applicable.

#### 3) ALTERATIONS TO TENDER DOCUMENTS

No unauthorized alteration or addition shall be made to the Form of Tender, to the Schedule of Quantities or to any other portion of the original text in the Tender Documents. If any alteration or addition is made, or if the Schedule of Quantities is not properly completed, the Tender may be rejected.

Any amendment or correction in the Tender document of the Tendered amount/sum/rate or other entry must be affected only by deleting the incorrect entry and writing the correct amount/sum/rate just above it in INK. Each and every amendment/correction must be initialled by the signatory of the Tender. The use of "TIPPEX" or any other similar substances to make corrections and/or alterations ANYWHERE in the Tender document is NOT permitted and any Tender altered/amended in such a manner may be declared invalid or disregarded.

#### 4) SCHEDULE OF VARIATIONS

If the tenderer 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, the Bidder must describe the full details of such qualification or variation on the appropriate form (See SBD: Section M). Should there be insufficient space to fully describe the nature and details of the qualification or variations on the prescribed form (Section M of the SBD) then the details of the qualification or variation must be set out on separate sheets of paper which must be securely attached to the prescribed form and which must be referred to on the prescribed form (SBD: Section M). If subsequently required, the Bidder shall submit fully detailed plans and calculations of the variations or alternative bids in the form requested by the Department.

#### 5) APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here: SABS 1200 AA - 1986 (General - Small Works), SABS 1200 DA -1988 (Earthworks - Small Works) and SABS 1200GA - 1982 (Concrete - Small Works). All materials including concrete blocks, lintels, damp proofing, plumbing and drainage materials, steel structure, windows, doors, paints etc... to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The tender shall refer to “*the Standard (Abridged) Preamble for all trades*” which covers the following:

INDEX STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES

1	EARTHWORKS	3
2	CONCRETE, FORMWORK AND REINFORCEMENT	3
3	BLOCK AND BRICKWORK	6

**6) VALIDITY PERIOD FOR TENDER**

Tenders shall remain valid for a period of 90 days from date of the closing of the Tender.

**SITE CONDITIONS AND FACILITIES AVAILABLE:**

**7) COMPULSORY PRE-TENDER BRIEFING MEETING**

A compulsory pre-tender site briefing and consultation meeting will be held with prospective Tenderers. Attendance at the meeting will be compulsory and non-attendance shall invalidate any tender. (See attached Compulsory site inspection certificate to be completed) The date and time of the meeting will be published in the Tender Advertisement.

**8) HANDOVER OF SITE TO CONTRACTOR**

The Contractor will be introduced to the project participants following the tender award. 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.

**9) WATER AND POWER**

There is no power or piped water available on site. 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 tendered amount.

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

### 11) 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.

### 12) LOCAL LABOUR

Unskilled labour may be available from the project participants or local community. The Contractor and the Departmental representative (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 (i.e.: 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.

### 13) 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.

### 14) MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

The approved 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.

### 15) EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to make good at his own cost any damage caused by him or his staff to existing infrastructure.

### 16) 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.

#### **17) 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 Contractors works insurance.

#### **18) 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.

### **INSPECTIONS**

#### **19) 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 his Representative consider any materials objectionable or if it 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.

- The engineer must inspect and approve all excavations prior to fixing any reinforcement;
- The engineer must inspect and approve all reinforcement prior to pouring any concrete.

#### **20) NOTICE OF COVERING WORK**

The Contractor shall give due notice to the Head of Department or his 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.

## **COMPETENCY OF THE CONTRACTOR**

By the submission of a Tender the Department is authorized by the Tenderer to undertake such verification or other enquiries as may be necessary. In the event of substantial unsatisfactory reports being obtained the Tender may be wholly disqualified.

### **21) 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 Regional Engineer.

### **22) SUB-CONTRACTED WORK**

The Contractor shall **not sub-contract the whole** of the contract. In case the Contractor decides to subcontract part of the work he shall obtain written consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be fully liable for the acts, defaults and neglects of any sub-contractor, his agent or employees. The Contractor remains fully responsible and accountable for all aspects of the work (quality, timorousness and budget).

### **23) VARIATIONS / 'AS BUILT' DETAILS**

No variations or alterations may be made without the prior approval of the Regional Engineer. 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 (Item 39).

### **24) VERIFICATION OF EXPERIENCE**

*Minimum CIDB level 1CE grading*

### **25) EQUIPMENT & RESOURCES**

The Tender shall in Annexure D - Additional Information and by way of supplementary information satisfy the Department that sufficient equipment is possessed to execute the services or an indication shall be given as to the manner in which such equipment would be sourced. Should the Tenderer not be able to prove possession of or ability to access sufficient equipment, the Tender will be wholly disqualified. The Department reserves the right to investigate the existence and/or proposed sourcing of equipment.



## 26) LABOUR CAPACITY

The Tenderer 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 his 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 his Representative shall at once remove such person from the site.

### PRELIMINARY CONDITIONS

## 27) 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 there under in respect of the Works.

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.

## 28) INSURANCE

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

- Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Diseases Act with regard to insurance.
- Unemployment insurance fund for all workers.
- Insurance against damage, destruction or loss caused by fire.
- Public Liability insurance.
- All risks (works) policy and Political for the value of the respective project plus 10%.

### GENERAL CONDITIONS

## 29) PROTECTION OF THE PUBLIC

The Contractor will be required to 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 existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

## 30) 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 Tender the Tenderer acknowledges and agrees that, should this Tender be accepted, the Tenderer, 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. The Tenderer 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. Please also refer to item "Safety" in *Section D: Project Technical Specifications*.

### 31) PROTECTION OF THE PUBLIC

The Contractor will be required to 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 existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

### 32) 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.

### 33) DISAGREEMENTS

#### 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.

#### 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.

## PRICING AND PAYMENT STRUCTURES

### 34) FIXED PRICE CONTRACT

The contract shall not be subject to contract price adjustment. Tenderers must therefore allow for increase cost for the contract duration, including possible delays in awarding the tender in accordance with the validity period.

### 35) PRICING

The tenderers will be required to tender for all services, products and commissioning as specified in this document and associated plans. Partial bids will not be accepted. **If a tenderer does not tender on all items, his/her tender may be rejected.**

All prices tendered are to be in South African currency. All prices must **exclude** Vat. Vat must be added in the pricing summary.

- All items as described in the project specification are to be priced in full.
- Prices to exclude VAT.
- The minimum wage to be paid to unskilled labourers will be submitted on the tender document. Must be included in the tender price
- **Transport/Delivery costs must be included in the pricing. It must not be a separate item.**
- VAT must be filled in as the sub total followed by the complete price for the entire project.
- The tendered price must have your company stamp, date and be signed by an authorised person.

### 36) 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. See item on 'contingencies'. No objection to the description or terms of the Order in writing will be entertained unless lodged in writing with the Head of Department within twenty-one (21) calendar days of the date of the order.

### 37) PROGRESS PAYMENTS

- .1 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.
- .2 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.
- .3 The contractor shall be paid up to a maximum of seven instalments. Refer to **ANNEXURE B: Payment Schedule** for the values of each phase. These values shall be adhered to during the payment process. Part payments will be made after the Department has approved the completion of each construction phase, in accordance with the retention clause (see below). The penultimate payment occurs after practical works completion. The final payment will be made after the 90 day retention period when the contractor has dealt with all defects.

### 38) GUARANTEE/DEFECTS LIABILITY PERIOD

An amount of 5% of the tendered value for the works will be withheld as defect liability retention. 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.

### 39) CONTINGENCIES

Contingencies will only be available to the service provider for unforeseen additional expenditure not covered in the contract due to circumstances that have occurred after commencement of the works. Any contingency must be agreed upon in writing with motivation indicating the cost implications. This must be agreed between the Contractor and the Regional Engineer in writing before the commencement of any procurement of the required goods or services. The total tendered contract value (total bid price) will not include any contingency amount.

### 40) SERVICE LEVEL AGREEMENT

The successful tenderer and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of work 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.

### 41) COMMENCEMENT OF THE WORKS

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. **Work on both sites must commence simultaneously.** The site will be handed back after practical completion. Site establishment must start **within one week**, and the actual works **within one week** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances 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 works.

### 42) COMPLETION OF THE WORKS

Practical completion of the work must be within the time stipulated under “**Special Conditions**”.

### 43) RATE OF PROGRESS

The Works shall be completed within the time period indicated on the official order form.

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 any 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.

#### **44) 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 Tenders 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.

#### **45) PROGRAMME AND PROGRESS PAYMENTS (AFTER CONTRACT AWARD)**

The contractor is to supply a Gantt chart with the proposed times of completion of each phase and associated progress payment request for the project. A minimum of four (4) progress payments are suggested at any of the stages as detailed in *Annexure B*.

#### **SPECIAL CONDITIONS**

#### **46) PERIOD OF COMPLETION**

The project is to be completed **within 3 months after the date of award of tender (120 calendar days)**, provided that the order was received within two weeks after award of the tender.

#### 47) PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

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. 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 tender value. Refer also to the breach of contract and penalty clauses in ZNT 6, condition 4, section B.

In addition: Penalties for late completion shall be deducted at the following rate: **R100/working day delay.**

## C) PROJECT TECHNICAL SPECIFICATIONS

### 1) DETAILS OF THE CONTRACT

#### 1. New dip tank and new animal handling facilities

- a. Supply and delivery all materials required for the structure.
- b. Excavation of the pit, steel and form work, lining the pit with the prescribed concrete.
- c. Casting and construction of the exit slope and dry race.
- d. Digging holes for the pole work, planting, aligning the poles to form the crush, bypass and kraal, bracing of the poles as per plan and fitting of neck clamp. Backfilling and compacting the soil around the poles.
- e. Clearing the site from all rubble, spreading the excess soil from the pit and clear site of all excess material.

### 2) PRELIMINARIES AND GENERAL

The contractor is to note that 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. Please also refer to general conditions of contract. The Department reserves the right to stop progress of the works until these conditions are complied with.

### 3) EARTHWORKS AND SITE PREPARATIONS

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

- Site preparations & establishment: **SABS 1200 AA (4)**
  - Setting out of works: **SABS 1200 AA (5.1.1)**
  - Permissible deviations: **SABS 1200 GA (6.4)** Degree of accuracy II for all bases.
  - Restricted Excavations: **SABS 1200 AA (5); SABS 1200 DA (5.1; 5.2.2)**
- .1 The site must be cleared and stripped of all plant materials, roots and topsoil.
  - .2 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.
  - .3 The site is to be levelled prior to any construction. This includes excavation of in situ material to provide the pit.
  - .4 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.

### 4) MATERIALS AND CONSTRUCTION

All materials must conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage etc...

All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to Cement & Concrete Institute standards and recommendations.

Steel shuttering must be used except for the bottom 1300 mm where steel shuttering is unable to accommodate the inside shape of the tank. 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. Adequate support must be provided for shuttering to prevent buckling, twisting and bulging.

#### 5) STANDARD CONCRETE MIXES:

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)

Refer to standard concrete mixes specification.

#### 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: -

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	4	5
B	15	19,0	1	3	4
C	20	19,0	1	2½	3½
D	25	19,0	1	2	3
E	30	19,0	1	2	2½

Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m<sup>3</sup>. 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 m<sup>3</sup> 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 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

**6) SAFETY**

- .1 One 5kg ozone friendly fire extinguisher and 1 fully fitted 1<sup>st</sup> aid box is to be provided in the facility.
- .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.
- .3 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, 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.

## 7 Toilet Facilities

Contractor to provide his own toilet facility.

**ANNEXURE A : Pricing Summary New Dip Tank**

ITEM #	DESCRIPTION	UNIT	Sub Total Value	Grand Total (R)
1	Nhlanhleni dip tank and animal handling facilities (sub-totals from Annexure D)	Sub total Page 20		
		Sub total Page		
		Sub total Page		
		Sub total Page		
<b>SUB TOTAL (A):</b>				
<b>Plus VAT (14%)</b>				
<b>TOTAL:</b>				



**ANNEXURE B : Payment Schedule New Dip Tank**

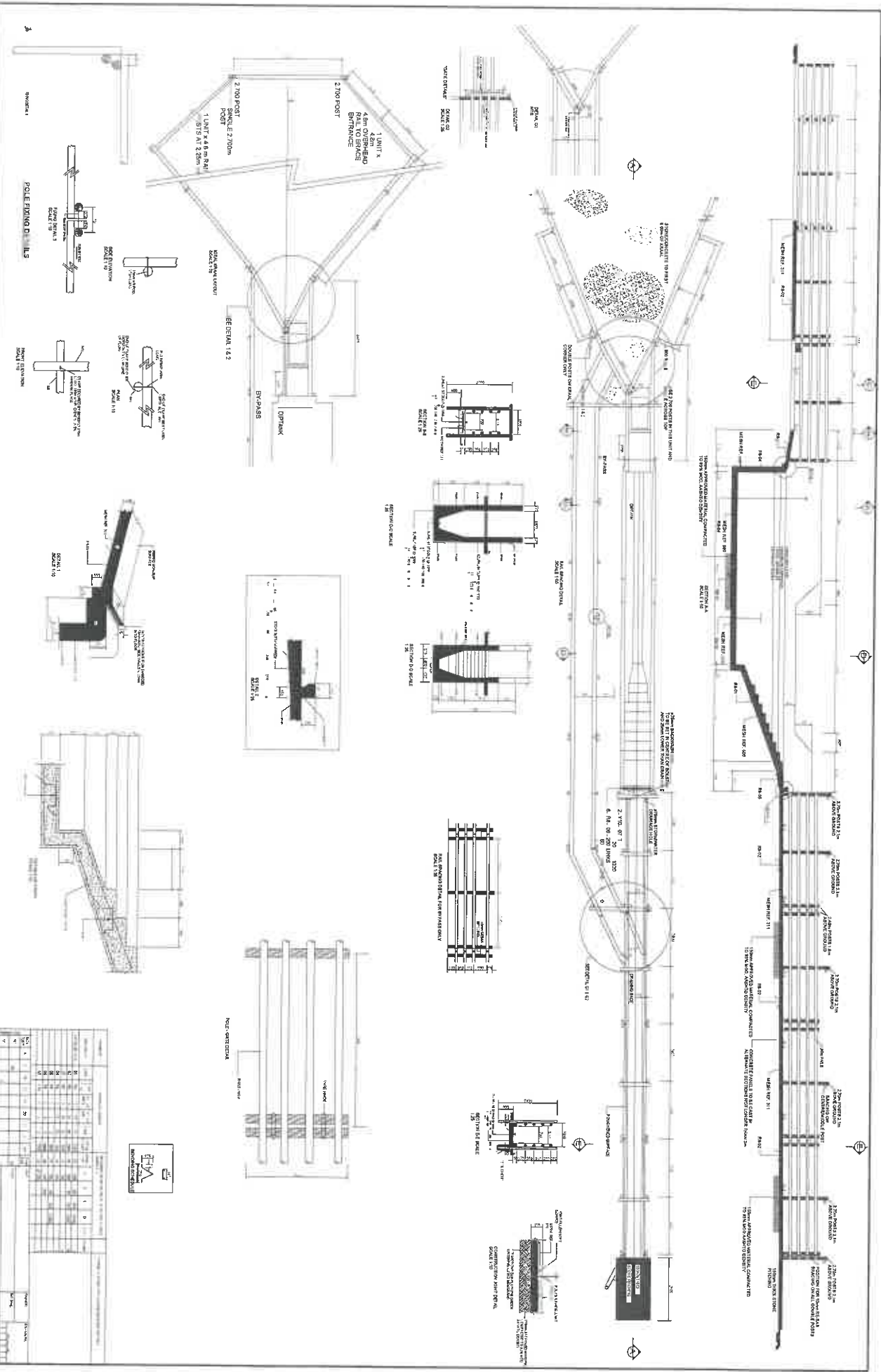
<b>PAYMENT #</b>	<b>PHASE DESCRIPTION</b>	<b>App. % of work/ contract</b>
<b>1</b>	<b>Preliminary and general/Site establishment</b> 1) Insurances, project risk, workman's compensation, UIF etc... 2) Project administration, services, external services, testing, safety, provision of all required equipment for works at required times etc... 3) Site preparation and establishment.  <b>Excavation of dip tank hole see Item 10, Annexure D</b>	<b>10%</b>
<b>2</b>	<b>Completion of concrete work for dip tank hole, Items 11, 12 and 13, Annexure D</b>	<b>30%</b>
<b>3</b>	<b>Excavation and Concrete work for dry race and kraal entrance</b>	<b>15%</b>
<b>4</b>	<b>Pole work and associated excavation and concrete work including by-pass entrance and exit (all pole holes ,planting, compacting and bracing of poles, fitting of neck-clamp)</b>	<b>40%</b>
<b>5</b>	<b>Retention money 5% at final completion after 90 days</b>	<b>5%</b>
	<b>TOTAL</b>	<b>100%</b>

**BILL OF QUANTITIES FOR THE CONSTRUCTION OF THE NEW DIPTANK**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>SABS 1200 A</b>	<b>SECTION 1: PRELIMINARY &amp; GENERAL</b>				
<b>1.1</b>		<b>Fixed Charge</b>				
1.1.1	8.3.1	Contractual requirements and general (insurance, sureties etc.)	Sum	1		
1.1.2	8.3.2.2	Facilities required by Contractor				
		a) Offices and Storage sheds (6m x3m)	Sum	1		
		d) Living accommodation	Sum	1		
		e) Ablution and latrine facilities at construction site	Sum	1		
		f) Tools and equipment	Sum	1		
		g) Water supplies, electric power and communications	Sum	1		
		h) Dealing with water regardless of the source	Sum	1		
1.1.3		Complying with Health and Safety Act				
		(i) Preparation of Health and Safety	Sum	1		
		(ii) Compilation of a Risk Assessment prior to construction	Sum	1		
		(iii) Health and Safety Induction Training of employees	Sum	1		
		(v) Implementation of the Health and Safety Plan over the entire construction period	Sum	1		
		(vi) Provision of safety gear as per OHS ACT	Sum	1		
1.1.4	8.3.4	Removal of site establishment on completion	Sum	1		
<b>1.2</b>		<b>Time Related Charges</b>				
1.2.1	8.4.1	Contractual requirement	Sum	1		
1.2.2	8.4.2	Facilities for Contractor				
		a) Offices and storage sheds	Sum	1		
		d) Living accommodation	Sum	1		
		e) Ablution and latrine facilities at construction site	Sum	1		
		f) Tools and equipment	Sum	1		
		g) Water supplies, electric power and communication	Sum	1		
		h) Dealing with water regardless of the source	Sum	1		
1.2.3	8.4.3	Supervision for the duration of the contract	Sum	1		
1.2.4		Complying with Health and Safety Act	Sum	1		
<b>TOTAL SECTION 1 CARRIED TO SUMMARY</b>						

<b>SECTION 2: DAYWORKS (PROVISIONAL)</b>						
<b>2.1</b>		<b>Section 2.1: Labour</b>				
2.1.1		Skilled	day	10		Rate only
2.1.2		Semi-skilled	day	10		Rate only
2.1.3		Unskilled	day	10		Rate only
<b>2.2</b>		<b>Section 2.2: Plant</b>				
2.2.1		4 x 4 TLB or similar				
		Type.....				
		KW..... (to be filled in by tenderer)	hour	10		Rate only
2.2.2		Excavator:				
		Type.....				
2.2.3		Tipper truck 6m <sup>3</sup> :				
		Type..... (to be filled in by tenderer)	hour	10		Rate only
<b>TOTAL SECTION 2 CARRIED TO SUMMARY</b>						

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION 3: Dip Tank Material</b>						
<b>3.1</b>	<b>SABS 1200 C</b>	<b>Site clearance</b>				
<b>3.1.1</b>		<b>Site clearance</b>				
3.1.1.1	8.2.1	Clear and grub	ha	0,1		
3.1.1.2	8.2.10	Remove top soil to nominal depth of 150mm and stockpile	m <sup>3</sup>	25		
<b>3.2</b>		<b>Earthworks</b>				
<b>3.2.1</b>		<b>Excavation plunge tank</b>				
3.2.1.1	8.3.2	Excavate for the plunge tank ( 2.3m (D) x 2.2m (W) x 12m (L)	m <sup>3</sup>	60		
3.2.1.2		Extra Over for rock	m <sup>3</sup>	1		Rate only
<b>3.3</b>		<b>Backfill and compaction</b>				
3.3.1		Restricted back fill to 93% MOD ASSHTO behind the diptank walls	m <sup>3</sup>	20		
3.3.2		Cart away surplus material to spoil	m <sup>3</sup>	40		
<b>3.4</b>		<b>Pole trenches</b>				
3.4.1		Pole trenches (0.6m (d) x 0.4m (w) x 0.4m (b) - 120 poles	No.	120		
<b>3,5</b>	<b>SABS 1200 GA</b>	<b>Concrete</b>				
3.5.1		Blinding layer in 50mm (15MPa concrete)	m <sup>2</sup>	30		
3.5.2	8.2.11	Plunge tank, dry race and pole concrete (30MPa / 19mm Concrete)	m <sup>3</sup>	28		
3.5.3		By-pass and dry race concrete, poles (20MPa/19mm concrete)	m <sup>3</sup>	3		
<b>3,6</b>	<b>8.1.3</b>	<b>Form work in small work</b>				
3.6.1		Rough form work (incl narrow widths and raking)	m <sup>2</sup>	20		
3.6.2		Smooth formwork (incl. narrow widths and raking)	m <sup>2</sup>	150		
3.6.3		U2 finish to base of tank, steps and drying race	m <sup>2</sup>	35		
3.6.4		U4 finish to tops of the walls	m <sup>2</sup>	3		
<b>3.7</b>		<b>Poles</b>				
		Supply, deliver and install creosate treated poles, for the animal handling facility for the diptank. Poles to be chamfered on the inside of the handling facility to reduce injuries to cattle.				
3.7.1		2.4m x 100 -125mm posts	No.	85		
3.7.2		2.7m x 100 - 125mm posts	No.	35		
3.7.3		4.8m x 100 - 125mm posts	No.	125		
3.7.4		Cement for soil crete (mixing ration 1:10)	No.	10		
<b>3.8</b>		<b>Steel Reinforcement</b>				
3.8.1		R10 x 6m smooth bars for bracing	No.	28		
3.8.1.1		Steel cutting into (R10 x 0.35m - bars bracing)	Sum	1		
3.8.1.2		Steel cutting into (R10 x 1.625m - bars bracing)	Sum	1		
3.8.2		Ref 311 mesh - 6m x 2.4m sheet	No.	4		
3.8.3		Ref 500 mesh - 6m x 2.4m sheet	No.	16		
3.8.4		R8 x 6m (As shown in bending schedule)	No.	15		
3.8.5		Y10 x 2.6m ( As shown in bending schedule)	No.	1		
3.8.6		800mm x 102mm x 76mm x 10mm Angle Iron installation as per the diptank drawing	No.	1		
<b>3,9</b>		<b>Stone pitching</b>				
3.9.1		Stone pitching towards the end of the dry race	m <sup>2</sup>	4		
<b>3,10</b>		<b>Plunge tank works</b>				
3.10.1		Filling the tank with clean water	m <sup>3</sup>	17		
<b>3,11</b>		<b>Storm Water Drainage</b>				
3.11.1		Cut and shape V-drain storm water drainage to take water away from the diptank when required as per engineer or responsible person instructions	m	30		
<b>3,12</b>		<b>Neck clamp</b>				
3.12.1		Supply, deliver and install V-shape neck clamp at the end of the dry race	Sum	1		
<b>SUB-TOTAL SECTION 3 CARRIED TO SUMMARY</b>						



**DEPARTMENT OF AGRICULTURE & ENVIRONMENTAL AFFAIRS**

**DIRECTORATE : ENGINEERING & SOIL CONSERVATION**

PRIVATE BAG X 6005, HILTON, 3345  
 TEL: 033-3336300, FAX: 033-3336400

**CLIENT**



**SURVEYED BY :**  
**DRAWN BY :**  
**APPROVED BY :**  
**CO-ORDINATE SYSTEM**  
 Gauss Conform Projection  
 Central Meridian 31° East

**TITLE**

**PROPOSED DIP TANK WITH ASSOCIATED CATTLE HANDLING FACILITIES**

**DRAWING NUMBER :** 300  
**CAD FILE NAME :** Mst047.dwg  
**DATE :** 23 JUNE 2010

