



KWAZULU-NATAL PROVINCE

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

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2324/530

DESCRIPTION OF SERVICE:

REPAIR OF TUNNELS GABLE VENTS, PULLEYS FLOOR PLASTIC, PRESSURE PUMP CONTROL STATION , PUMP STATION.

NAME OF BIDDER:

Mandatory Requirements

1. Minimum of **CIDB Grading 1 SH /1CE**

COMPULSORY BRIEFING SESSION

| | |
|-----------------------|---------------------------------------|
| Briefing Venue | 24 MARGARET STREET, IXOPO 3276 |
| Briefing Time | 12:00 |
| Date | 03 November 2023 |

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 9359** before **11:00** am on the closing date: **09 November 2023**

Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

3200



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

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANY A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT/PROOF OF RESIDENCE

| | |
|--|---|
| QUOTATION NUMBER: R/S/2324/530 | VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier) |
| CLOSING DATE: 09 November 2023 | CLOSING TIME:11H00 |
| DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: REPAIR OF TUNNELS GABLE VENTS, PULLEYS FLOOR PLASTIC, PRESSURE PUMP CONTROL STATION, PUMP STATION. | 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: Tender box at SCM Cedara Head office 1 Cedara road Pietermaritzburg Department of Agriculture and rural development FOR ATTENTION TO : Kholiwe Mkhize TEL NUMBER : 033 355 9359 | |
| 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 E Mkiti
TELEPHONE NUMBER : 076 923 1430
E-MAIL ADDRESS :
PROPOSED DELIVERY DATE : 12 November 2023
DELIVERY ADDRESS : Ubuhlebezwe, Local
LOCAL MUNICIPALITY : Ubuhlebezwe, 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 | Repair of Tunnels gable vents, pulleys, Floor plastic, pressure pump, control station, pump station | | | | |
| TOTAL | | | | | |
| Establishment 10% | | | | | |
| *ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT | | | | | |
| TOTAL PRICE | | | | | |
| CIDB Grading (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**

| | | | | | |
|--|--|---------------|--|---|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | R/S/2324/530 | CLOSING DATE: | 09 November 2023 | CLOSING TIME: | 11:00 |
| REPAIR OF TUNNELS GABLE VENTS, PULLEYS FLOOR PLASTIC , PRESSURE PUMP CONTROL STATION , PUMP STATION. | | | | | |
| DESCRIPTION | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ,01 CEDARA ROAD, SCM BID BOX | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Kholiwe Mkhize | | CONTACT PERSON | Mr Mkiti | |
| TELEPHONE NUMBER | 033 355 9359 | | TELEPHONE NUMBER | 0766 923 1430 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Kholiwe.Mkhize@kzndard.gov.za | | E-MAIL ADDRESS | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| |
|---|
| 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, 2022 , 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 |
| 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.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

P_s = 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) | 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 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|---|-------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
| | |
| | |

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.

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT REHABILITATION WORKS AT
MADUNGENI IRRIGATION SYSTEM IN HIGHFLATS WITHIN HARRY GWALA DISTRICT
MUNICIPALITY**

TABLE OF CONTENTS PROJECT TECHNICAL SECTION

| No. | Section | Pages | Read/ Complete |
|------------|------------------------------------|--------------|---------------------------|
| 1 | Table of Contents | | Read |
| 2 | A Terms of Reference | | Read |
| 3 | B Special Terms & Conditions | | Read |
| 4 | Annexure A: Schedule of Quantities | | Returnable |

DISCLAIMER

[1] COMPLETENESS OF THE DOCUMENT

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

[2] APPLICABLE STANDARDS

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

[3] CONTRACT DOCUMENTS

3.1 This document must be read in conjunction with the General Conditions for Construction works (GCC, 3rd edition of 2015), which will govern the implementation of the works. The contractor is presumed to possess a copy of this document and/or have a working knowledge of its conditions.

3.2 If the contractor has the impression that the information provided in the drawings and the technical specifications and/or Bill 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 before the commencement of any construction. The same applies for any other purported differences between these documents.

A TERMS OF REFERENCE

1 EMPLOYERS OBJECTIVES

- 1.1.1 The employer's objective is to conduct rehabilitation works at Madungeni Irrigation Project.
- 1.1.2 The Employer seeks to appoint a suitable and competent Service Provider to conduct the rehabilitation at Madungeni Irrigation Project.
- 1.1.3 The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst making use of local labour where practical possible.
- 1.1.4 The successful contractor would be required to supply proof of experience required to implement a project of this nature.

2 SCOPE OF WORKS

The purpose of the project is conduct rehabilitation of Madungeni irrigation project approximately 24ha. The irrigation system is existing with some valves, nylomatic and sprinkler heads damaged. Extent and scope of works is as follow

- 2.1.1 Supply, delivery and install the damaged tunnels gables
- 2.1.2 Supply, delivery and install new tunnels flooring including required earthworks
- 2.1.3 Supply, delivery and install the new dosing system with all associated fitting
- 2.1.4 Supply, delivery and install the new tunnel pressure pump with all associated fittings
- 2.1.5 Install the irrigation system and conduct repairs to tunnels plastics and irrigation system.
- 2.1.6 Supply, delivery and install control system for the tunnels

3 PROJECT LOCATION

Madungeni Irrigation project falls within Harry Gwala District Municipality in KwaZulu Natal. The project is located approximately 25km South East of Ixopo Town. The project is located in the following coordinates **30°20'30.83"S; 30°04'21.25"E**.

4 COMPETENCY OF THE SERVICE PROVIDER

- 4.1 This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of a **minimum of 1SH/1CE or higher**. The contractor is to submit evidence of his/her OWN **Active** registration.
- 4.2 For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 4.3 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

5 COMPULSORY SITE BRIEFING

- 5.1 A compulsory site-briefing meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any 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.

6 PERIOD OF CONTRACT

- 6.1 The contract to be implemented in **two (2)** calendar month effective from the site handing over date to the contractor.

7 COMMENCEMENT OF THE WORK

- 7.1 Site establishment must start within one (1) week, and the actual works within two weeks after hand-over of the site, provided that;
 - 7.1.1 An official order has been issued;
 - 7.1.2 The contractor is in possession of all relevant documentation required for works execution;
 - 7.1.3 No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
- 7.2 In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract.

8 HANDOVER OF SITE TO CONTRACTOR

- 8.1 The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site handover will be the official start of the construction period, and the work will have to be completed within the period stipulated in clause 59 (“Completion period and rate of progress”)
- 8.2 The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.
- 8.3 The Contractor will control the site for the contract duration. Only the Contractor’s own employees, Contractor’s local labour and Departmental Representatives will be allowed on site.
- 8.4 The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

9 WATER AND POWER

- 9.1 The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

10 LOCATION OF CAMP

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

11 HOUSING OF CONTRACTOR’S EMPLOYEES

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

12 LABOUR SOURCE & CAPACITY

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

13 SECURITY & RISK

- 13.1 No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 13.2 The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

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

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

15 EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 15.1 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 repair such damage at his expense

16 DAMAGE TO PROPERTY

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

16.2 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

17.1 If such services 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.

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

17.3 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

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

19 INSPECTION OF WORK

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

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

20 NOTICE OF COVERING WORK

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

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

21 INSURANCE

21.1 All accepted approved contractors would be required to provide the following insurances for the project awarded to them:

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

21.1.2 Public Liability insurance.

21.1.3 All risks (works) policy and Political.

22 SUB-CONTRACTED WORK

22.1 The contractor shall not sub-contract the entire contract.

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

23 PROTECTION OF THE PUBLIC

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

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
- Regular updating of all of the foregoing.
- Provision of medical certificates of employees.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Department.

23.2 To enable the Department to appraise the allowances that Bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

23.3 Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.

23.4 The Contractors must submit proof of compliance with the OHS requirements.

24 DISAGREEMENTS

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

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

25 INJURY TO PERSONS

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

26 QUANTITIES OF WORK

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

27 PROGRESS PAYMENTS

27.1 Payment shall only be made for claims that are commensurate with the works actually executed and complete.

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

27.3 If any item or part of an item in an invoice is disputed, the Engineer shall give notice to the contractor explaining the disputed item and request for re-measurement.

27.4 Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (58).

27.5 The penultimate payment occurs after practical works completion. The final payment will be made after the **3 months** liability period when the contractor has dealt with all defects, if any.

28 COMPLETION OF THE WORKS

28.1 Work completion will be established over three stages.

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

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

28.1.3 Final completion - Final Completion occurs **3 months** after Works completion, after expiry of the liability period.

29 RETENTION

29.1 A 10% retention will be withheld on payment for duration of the construction.

29.2 The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **works completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period (12 months after practical completion), the bidder having eliminated all defects.

29.3 In some instances, the Engineer may decide to shorten this period in order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified during the course of the construction if such would be the case.

30 DEFECT LIABILITY PERIOD

- 30.1 The defect liability period is **3 calendar months** calculated from the date of works Completion.
- 51.1. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

31 CONTINGENCIES

- 31.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. Such approval must be in line with SCM Delegations.

32 PERIOD OF COMPLETION & RATE OF PROGRESS

- 32.1 The project has to reach practical completion **within 2 calendar month** of award of the contract (60 calendar days)
- 32.2 If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 32.3 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (1) of this clause.
- 32.4 The date of completion will be extended only to the extent approved by the Department.
- 32.5 Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 32.6 When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

33 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

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

B. SPECIAL TERMS & CONDITIONS

1 INTRODUCTION

- 1.1 Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. Only bidders that fully meet the prequalification shall be considered.
- 1.2 The Bidder is required to check the number of consecutively numbered pages. 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. No claims arising from any incorrect interpretation will be admitted.

2 ACCEPTANCE OF BID

- 2.1 The Department is under no obligation to accept any bid.

3 AMENDMENT OF CONTRACT

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

4 AWARD

- 4.1 All bids received shall be evaluated on the following phases of evaluation:

- (i) Stage one: Administrative Compliance
- (ii) Stage two: Price and Specific Goals

5 BASIS OF QUANTITIES

- 5.1 Quantities are as reflected on the Bill of Quantities as attached as the annexure.

6 CHANGE OF ADDRESS

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

7 COUNTER OFFERS

- 7.1 Counter offers shall not be considered.

8 DELIVERY CONDITIONS

- 8.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.
- 8.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 8.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

- 8.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 8.5 All invoices submitted must be original.
- 8.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
- 8.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Department.

9 ENTERING OF DEPARTMENTAL OFFICES

- 9.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless the responsible official in charge of stores accompanies him / her.

10 EQUAL BIDS

- 10.1 If two or more bidders score equal total points on price and specific goals in all respects, the award shall be decided by the drawing of lots.

11 FIXED PRICE CONTRACT

- 11.1 The contract shall **not** be subject to contract price adjustment.

12 IRREGULARITIES

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

13 LATE BIDS

- 13.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 13.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation

14 INVOICES

- 14.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 14.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
 - 14.2.1 The name, address and registration number of the supplier;
 - 14.2.2 The name and address of the recipient;
 - 14.2.3 An individual serialized number and the date upon which the tax invoice is issued;
 - 14.2.4 A description of the goods or services supplied;
 - 14.2.5 The quantity or volume of the goods or services supplied;
 - 14.2.6 The value of the supply, the amount of tax charged and the consideration for the supply; or
 - 14.2.7 Where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

15 NOTIFICATION OF AWARD OF BID

15.1 The successful bidder shall be notified via an advert in the same media as the invitation to tender.

16 PRICING - COMPLETENESS OF BID

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

16.2 All bid/quoted prices for separate items are to be in South African currency and must **exclude** VAT.

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

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

16.5 VAT must be filled in as the sub total followed by the complete price for the entire project.

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

17 PAYMENT FOR SUPPLIES AND SERVICES

17.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.

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

17.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:

17.4 Contact must be made with the officer-in-charge of the District office;

17.5 If there is no response from the District office, the Director: Finance must be contacted;

17.6 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

18 QUALITY CONTROL/ TESTING OF PRODUCTS

18.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, **before** construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.

18.2 The same replacement obligation to the Contractor would apply during the construction phase.

18.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.

18.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the restricted section of the Central Suppliers database.

19 ORDER OF PRECEDENCE

- 19.1 This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the *Treasury Regulations* and shall be subject to the provisions of the *National Treasury Government Procurement General Conditions of Contract* (July 2010).
- 19.2 The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the Special Terms and Conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

20 SUPPLIERS DATABASE REGISTRATION

- 20.1 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.
- 20.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
- 20.3 **NB: If a bidder is found to be employed by the State and is on the Central Suppliers database, the bidder shall be disqualified.**

21 TAX AND DUTIES

- 21.1 During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

22 TAX COMPLIANCE PIN

- 22.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 22.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

23 UNSATISFACTORY PERFORMANCE

- 23.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 23.2 The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).
- 23.3 If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative

shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -

- 23.3.1 To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
- 23.3.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- 23.3.3 To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 23.4 In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.
- 23.5 When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

24 VALUE ADDED TAX (VAT)

- 24.1 Bid prices must be inclusive of 15% VAT.
- 24.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past **12-month** period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 24.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

ANNEXURE A | SCHEDULE OF QUANTITIES

| MADUNGENI TUNNELS REHABILITATION SCHEDULE OF QUANTITIES | | | | | | |
|---|---|---|---------------|-----|------|--------|
| Item | Ref | Description | Unit | Qty | Rate | Amount |
| 1 | | Preliminary and General | | | | |
| 1.1 | 8.3.1 | Contractual requirements and general (insurance, sureties etc.) | Sum | 1 | | |
| 1.2 | 8.3.2.2 | Facilities required by Contractor | Sum | 1 | | |
| 1.3 | 8.3.3 | Complying with Health and Safety Act | Sum | 1 | | |
| TOTAL SECTION 1 CARRIED TO SUMMARY | | | | | | |
| 2 | | Supply, delivery and install the irrigation material for Madungeni Irrigation rehabilitation | | | | |
| | | Tunnels Repairs Supply, delivery and installation of the required rehabilitation work at Madungeni tunnels. | | | | |
| 2.1 | | Gable Vents with cable and pulleys | No. | 1 | | |
| 2.2 | | GH Film UVA Diff, 200um x 14mx32m | No. | 1 | | |
| 2.3 | | Net 40% White (11% Shade) 15mx30m | No. | 1 | | |
| 2.4 | | Gable and GH 200UM X 3,25MX35M | No. | 10 | | |
| 2.5 | | Clamp attachment and springs | Sum | 1 | | |
| 2.6 | | Floor Plastic Black/White 10mx33m | No. | 10 | | |
| 2.7 | | CNL 4 Way Drip system | No. | 10 | | |
| 2.8 | | 0,75KW Pressure Pump with Control | No. | 1 | | |
| 2.9 | | Fittings and Joins | Sum | 1 | | |
| 2.10 | | SuperDos Adjustable and fittings | No. | 1 | | |
| 2.11 | | Controller 6 Station AC - Outdoor | No. | 1 | | |
| 2.12 | | Repairs to tunnels and install plastic | Sum | 1 | | |
| 2.13 | | Irrigation installation and floor layout | Sum | 1 | | |
| 2.14 | | Installation and repairs to Pump station | Sum | 1 | | |
| TOTAL SECTION 2 CARRIED TO SUMMARY | | | | | | |
| ITEM | DESCRIPTION | | AMOUNT | | | |
| 1 | Preliminary and Generals | | | | | |
| 2 | Material supply, delivery and installation | | | | | |
| | SUB-TOTAL 1 | | | | | |
| | ADD 15% TO SUB-TOTAL 1 (ANCILLARIES) | | | | | |
| | SUB-TOTAL 2 (EXCLUDING VAT) | | | | | |
| | ADD 15% TO SUB-TOTAL 2 (VAT) | | | | | |
| | TOTAL (INCLUDING VAT) CARRY TO FORM OF OFFER | | | | | |

ANNEXURE B | CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Contractors Health and Safety Declaration

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

Declaration by Bidder

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

(Tables to be completed by bidder)

TABLE 1: COST OF SAFETY PERSONNEL

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

TABLE 2: COST OF SAFETY EQUIPMENT

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

TABLE 3: ADDITIONAL OHS COST ITEMS

| COST ITEM | COST ALLOWED FOR IN BID |
|---|-------------------------|
| Carrying out and documenting risk assessments of all work to be carried out under the contract. | |
| Preparation of safe work procedures. | |
| Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed. | |
| Preparation of a Project H&S File to include all requirements of Annexure C. | |
| Regular updating of all of the 4 above items | |
| Provision of medical certificates of employees | |
| The completion and checking of the safety file upon completion of the works and handing it over to the Department | |

4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
5. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER:..... **DATE:**.....
(of person authorised to sign on behalf of the Bidder)

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/N/2324/386

Goods/Service/Work: **SUPPLY , DELIVER OFF LOAD MATERIAL , DO SITING , DRILLING AND EQUIPING OF NEW BOREHOLE AT NDESHENI GARDEN PROJECT WARD 13 OF UMHLATHUZE LOCAL MUNICIPALITY UNDER INKOSI DUBE.**

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

On behalf of (company name) ____-

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

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

| Departmental Stamp With Signature |
|--|
| |

SECTION G

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| | |
|-----------|-------|
| WITNESSES | |
| 1 | |
| 2 | |
| DATE: | |

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|------------------------|---------------------------------------|-----------------|-------------------------------------|--|
| | | | | |

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAM

| | |
|------------------|-------|
| WITNESSES | |
| 1 | |
| 2 | |
| DATE: | |

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

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

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

3. I hereby declare under Oath that:

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

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

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

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

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

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

| | |
|--|--|
| Definition of “Black Designated Groups” | <p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;” |
|--|--|

3. I hereby declare under Oath that:

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

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

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

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

Deponent Signature: _____

Date : _____

Commissioner of Oaths Signature & stamp