



**agriculture
& rural development**

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

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

Quotation No: R/S/2021/447

**REFURBISHMENT OF SHADE CLOTH NURSERY MJINDI-MAKHATHINI FLATS
UMKHANYAKUDE DISTRICT**

NAME OF BIDDER: _____

COMPULSORY SITE BRIEFING DETAILS	
DATE	14/09/2020
MEETING VENUE	AGRICULTURE MAKHATHINI RESEARCH FARM
MEETING ADDRESS	MJINDI FARMING OFFICES , SECTION 2
MEETING TIME	
START TIME	10:00 AM

1. PRE-QUALIFICATION CRITERIA

REQUIREMENT-CIDB Grading: 1 SH,GB , CE OR Above

Evaluation will be in terms of the 80/20 preference point system

For more information, please contact the following official:

**For: Technical Enquiries:
MR Sihle Gumede
082 892 0731 / 033 – 343 8031**

**For: Quotation/SCM enquiries:
Ms Bongie Mbokazi
033-343 8312**

CLOSING DATE: 21 SEPTEMBER 2020

TIME: 11:00 AM



agriculture & rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

INVITATION OF QUOTATION ABOVE R30,000.00

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A **VALID TAX COMPLIANCE STATUS PIN AND VALID BBBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/S/2021/447	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 21/09/2020	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: REFURBISHMENT OF SHADE CLOTH NURSERY MJINDI-MAKHATHINI FLATS UMKHANYAKUDE DISTRICT SEE ATTACHED SPEC COMPULSORY SITE BRIEFING	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
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

NB:: DOCUMENT TO BE DEPOSITED AT THE BID BOX SCM HILTON – 4 PIN OAK AVENUE HILTON . NO FAXED QUOTATIONS WILL BE ACCEPTED

TEL: NUMBER
CONTACT PERSON

033 3438312
BONGI MBOKAZI

NB:.. THE ATTACHED SBD FORMS MUST BE COMPLETED IN FULL.THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS

SIGNATURE

DATE
ANNEXURE A

COMPANY NAME : _____
 CONTACT PERSON : _____
 CONTACT NUMBER : _____
 FAX NUMBER : _____

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	Kindly refer to the attached Specification					
	<i>SITE BRIEFING</i>					
	<i>COMPULSORY</i>					
* LABOUR (IF APPLICABLE)						
* DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

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

When Required (Requester) : 30 July 2020

Where Required (Requester): Mjindi Farming Offices, Section 2, Mjindi Nursery,
Makhathini Flats, UMkhanyakude District

Contact details of requester: **Sihle Gumede**

TEL : 082 892 0731 / 033 343 8031

Mark one Box (X)

30	60	90
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COMPANY STAMP
DAYS

PRICES ARE VALID FOR



.....

.....

SIGNATURE

DATE



agriculture
& rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

BID SPECIFICATIONS FOR THE
REFURBISHMENT OF A 60m X 70m SHADE CLOTH NURSERY
STRUCTURE AT MAKHATHINI (MJINDI)

MAY 2020

NUMBER OF NURSERIES >> 1

DISCLAIMER

1. This document must be read in conjunction with:
 - 1.1. Drawing 1 (RDN/2016/019/NUR – POTTING SHED PLAN)
 - 1.2. Drawing 2 (RDN/2016/021/NUR – POTTING SHED FRONT AND SIDE ELEVATIONS)
 - 1.3. Drawing 3 (RDN/2016/022/NUR – POTTING SHED BACK ELEVATION AND TIMBER)
 - 1.4. Drawing 4 (TAN/RDN/2020/02R – TANKSTAND FOR 2500/5000L WATER TANKS)
2. If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction. The same applies for purported differences between the technical specifications and schedule of quantities.
3. The Engineering Services Directorate (ESD) takes no responsibility for sheds built based on this document alone without any prior involvement of ESD before (partial) completion. This involvement consists of, but is not necessarily restricted to:
 - 2.1 Verification of the bid/quote document and Drawings by ESD before procurement;
 - 2.2 Presence of ESD at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESD is informed of his/her intention to commence the work so that ESD presence can be assured.
 - 2.3 The drawings supplied with this document are for quoting/bidding purposes only and no construction should take place before the contractor has received the bigger sized building plans.
 - 2.4 Regular site inspections by ESD and the processing of invoices based on achieved progress.
4. District managers and other departmental end users are therefore required to involve ESD at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo is submitted.

APPOINTMENT OF A SERVICE PROVIDER TO REFURBISH THE SHADE CLOTH NURSERY STRUCTURE AT MAKHATHINI (MJINDI)**A | TERMS OF REFERENCE****1. BACKGROUND**

- 1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department). The Department endeavours to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security. The Department has therefore prioritized the need to assist resource-poor and emerging farmers with shade cloth Nurseries under the Mega Nursery programme.

2. OBJECTIVES

- 2.1. To appoint a suitably qualified Service Provider for the Refurbishment of shade cloth Nursery in Makhathini (Mjindi).
- 2.2. To ensure the timely refurbishment of an existing shade cloth nursery which will be used to train graduates and supply communities with seedlings.
- 2.3. To create sustainable food production in poverty-stricken rural communities.

3. SCOPE OF SERVICES

- 3.1. The contract covers the supply of all materials and construction of a potting shed, and the refurbishment of shade cloth nursery. See **Section C: Technical specifications**.
- 3.2. General scope of works;
 - 3.2.1. Site establishment;
 - 3.2.2. Earthworks: Clearing and leveling of the areas earmarked for the potting shed
 - 3.2.3. Construction of the potting shed.
 - 3.2.4. Refurbishment of the existing nursery:
 - 3.2.4.1. Attachment of shade cloth to the wooden pole frames.
 - 3.2.4.2. Replacing the fertilizer mixing tank and connecting the pipelines.
 - 3.2.5. Fencing of the site 220m boundary fence.

4. PROJECT LOCATION

- 4.1. The site is in the Jozini Local Municipality in Umkhanyakude District Municipality, at Mjindi approximately 20km from Jozini
- 4.2. Site Coordinates: 27°25'13"S & 32°10'12"E



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

3. AMENDMENT OF CONTRACT

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

4. AWARD

- 4.1 Bidders who meet the prequalification shall be scored on functionality and only bidders with a minimum score of 70 shall be evaluated on price and preference points.

5. BASIS OF QUANTITIES

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

6. BBBEE CERTIFICATE

- 6.1 A bidder claiming BBBEE points must submit a valid BBBEE certificate or a sworn affidavit together with the bid.

7. CHANGE OF ADDRESS

- 7.1 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.

8. COMPETENCY OF THE SERVICE PROVIDER

- 8.1. It is estimated that tenderers should have a CIDB contractor grading designation of 1SH or 1GB or 1CE or higher. Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers". The contractor is to submit evidence of his/her OWN **Active** registration.
- 8.2. For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 8.3. 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.

9. COMPULSORY SITE BRIEFING

- 9.1 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.

10. COUNTER OFFERS

10.1 Counter offers shall not be considered.

11. DELIVERY CONDITIONS

11.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.

11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.

11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

11.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

11.5 All invoices submitted must be original.

11.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.

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

12. DETAILS OF CONSTRUCTION CONTRACTS AWARDED TO THE BIDDER PAST/CURRENT (ANNEXURE A)

12.1 The bidder must furnish the following details of all verifiable past and current construction contracts.

- 12.1.1. Date of commencement of contract/s;
- 12.1.2. Value per contract; and
- 12.1.3. Contract details; that is, with whom held, phone number and Address/s of the companies.

13. ENTERING OF DEPARTMENTAL OFFICES

13.1 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.

14. EQUAL BIDS

14.1 If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for BBBEE.

14.2 If functionality is part of the evaluation process and two or more bidders score equal total points and equal preference points for BBBEE, the contract must be awarded to the bidder that scored the highest points for functionality.

14.3 If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

15. INVOICES

15.1 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.



- 15.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- 15.1.1. The name, address and registration number of the supplier;
 - 15.1.2. The name and address of the recipient;
 - 15.1.3. An individual serialized number and the date upon which the tax invoice is issued;
 - 15.1.4. A description of the goods or services supplied;
 - 15.1.5. The quantity or volume of the goods or services supplied;
 - 15.1.6. The value of the supply, the amount of tax charged and the consideration for the supply; or
 - 15.1.7. 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.

16. IRREGULARITIES

- 16.1 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.

17. JOINT VENTURES

- 17.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 17.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3 The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 17.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 17.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 17.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

18. LATE BIDS

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

19. NOTIFICATION OF AWARD OF BID

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

20. PAYMENT FOR SUPPLIES AND SERVICES

- 20.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 20.2 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.



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

20.3.1 Contact must be made with the officer-in-charge of the District Office;

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

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

21. PERIOD OF CONTRACT

21.1 The contract is ad hoc / once off.

22. PRE-QUALIFICATION CRITERIA

22.1 Only bidders who meet both of the following prequalification criteria may respond:-

22.1.1. **BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and**

22.1.2. **EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017)**

22.2 Bidders must submit documentary proof of compliance with the above prequalification criteria.

22.3 Bidders who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

23. QUALITY CONTROL/ TESTING OF PRODUCTS

23.1 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.

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

23.3 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.

23.4 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.

24. ORDER OF PRECEDENCE

24.1 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). 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.

25. SUPPLIERS DATABASE REGISTRATION

25.1 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.



- 25.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
NB: If a bidder is found to be employed by the State and is on the Central Suppliers database, the bidder shall be disqualified.

26. TAX AND DUTIES

- 26.1 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).

27. TAX COMPLIANCE PIN

- 27.1 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.
- 27.2 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.

28. UNSATISFACTORY PERFORMANCE

- 28.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 28.2. 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).
- 28.3. 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: -
- 28.3.1. 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,
 - 28.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - 28.3.3. 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.
- 28.4. 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.
- 28.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

29. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 29.1 The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department will request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

35. LOCATION OF CAMP

- 35.1. 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.
- 35.2. No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

36. HOUSING OF CONTRACTOR'S EMPLOYEES

- 36.1. 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.
- 36.2. 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.

37. LABOUR SOURCE & CAPACITY

- 37.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 37.2. 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.
- 37.3. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

38. SECURITY & RISK

- 38.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 38.2. 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.

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

- 39.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 39.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 39.3. 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.

40. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 40.1. 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.



41. DAMAGE TO PROPERTY

- 41.1. 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
- 41.2. 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.

42. UNDERGROUND CABLES AND PIPES

- 42.1. 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.
- 42.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 42.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

43. DAILY RAINFALL RECORDS

- 43.1. 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.

44. INSPECTION OF WORK

- 44.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 44.2. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

45. NOTICE OF COVERING WORK

- 45.1. 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.
- 45.2. 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.

46. SUB-CONTRACTED WORK

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

47. INSURANCE

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



- 47.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
- 47.1.2. Public Liability insurance.
- 47.1.3. All risks (works) policy and Political.

48. PROTECTION OF THE PUBLIC

- 48.1. The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

49. INJURY TO PERSONS

- 49.1. 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.

50. DISAGREEMENTS

- 50.1. 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.
- 50.2. 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.

53. FIXED PRICE CONTRACT

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

54. PRICING - COMPLETENESS OF BID

- 54.1. Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. This includes those optional items that will be pointed out as required at the bid briefing (e.g. VIP toilet(s), fencing and others). If he/she does not bid on all items, his/her bid will be rejected.
- 54.2. All bid/quoted prices for separate items are to be in South African currency and must **exclude** VAT.
- 54.3. All items as described in the project specification are to be priced in full.
- 54.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.
- 54.5. VAT must be filled in as the sub total followed by the complete price for the entire project.
- 54.6. The Bid price page must be signed by a person legally authorized to do so.

55. QUANTITIES OF WORK

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

56. PROGRESS PAYMENTS

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

- 56.2. 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.
- 56.3. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- 56.4. The Engineer may elect to use the **payment schedule** below that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.

Phase #	Phase Description	% of total contract	% payment after completion
1	Preliminary & General & Site establishment	10%	9.0%
2	Replacement of the mixing tank	10%	9.0%
3	Construction of the potting shed	50%	45%
4	Replacement of the shade cloth roof and ancillary refurbishment works, if any	30%	27%
	5% retention at practical completion	--	5.0%
5	5 % retention at final completion	--	5%
	<i>TOTAL</i>	100%	100%

- 56.5. The contractor shall be paid in up to a maximum of **Five (5)** part payments. The Contractor is strongly advised to request at least Four payments when being notified of him/her being awarded the contract.
- 56.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (58).
- 56.7. The penultimate payment occurs after practical works completion. The final payment will be made after the 12 months liability period when the contractor has dealt with all defects, if any.

57. COMPLETION OF THE WORKS

57.1. Work completion will be established over three stages.

57.1.1. 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.

57.1.2. 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.

57.1.3. Final completion

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

58. RETENTION



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

59. DEFECT LIABILITY PERIOD

- 59.1. The defect liability period is 12 calendar months calculated from the date of Practical Completion.
- 59.2. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

60. CONTINGENCIES

- 60.1. 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.

61. PERIOD OF COMPLETION & RATE OF PROGRESS

- 61.1. The project has to reach practical completion **within 2 months** after site handover (60 calendar days).
- 61.2. 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.
- 61.3. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.
- 61.4. The date of completion will be extended only to the extent approved by the Department.
- 61.5. 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.
- 61.6. 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.

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

- 62.1. 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.
- 62.2. 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.



- 62.3. 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.

63. BID EVALUATION CRITERIA

63.1. Compliance with Special terms and Conditions

Only bids that meet the Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

61.2. Correctness of information

All information required in the bid document must be accurate and duly completed including all the appropriate signatures. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further processes

61.3. Compulsory administrative compliance documents that must be submitted with the bid:

- 61.3.1. Central Suppliers Database registration number;
- 61.3.2. Proof of valid and active CIDB **1SH/GB/CE (minimum)** registration where applicable;
- 61.3.3. Certified Copies of the Identity documents for company members/service providers;
- 61.3.4. A certified copy of a valid BBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BBEE;
- 61.3.5. Documentary proof of bidder being an EME (e.g. Financial Statement) ;
- 61.3.6. Documentary proof of bidder's experience in support of Annexure B
- 61.3.7. Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument.

61.4. Non-submission of any of the above documents shall result in disqualification.

61.5. Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.

62. FUNCTIONALITY EVALUATION

62.1. The bid documents shall be evaluated individually on score sheets, by a representative evaluation panel, according to the below mentioned evaluation criteria.

62.2. All service providers who score less than minimum functionality score of (70%) shall not be considered for the work

62.3. The evaluation criteria are as in Table 1 overleaf.

ANNEXURE C: EVALUATION OF BIDS (FUNCTIONALITY) FOR SHADE CLOTH NURSERIES**TABLE 1: BID EVALUATION CRITERIA**

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence	Bidders Score
1.	<p>Bidder's/JV's own experience (not-subcontracted) in the development, extension, installation, maintenance, renewal, removal, alteration or dismantling, of irrigation and horticultural works, e.g. seedling/tree nurseries, shade cloth buildings or under cover irrigation or horticultural infrastructure.</p> <p>No project experience = 0 points 1 project = 20 points 2 – 5 projects = 30 points > 5 projects = 35 points</p>	35	<p>Completion Certificate (Works or other) In support of Annexure B</p>	
2.	<p>Financial Capacity</p> <p>Total Credit Facility (with financial institution and/or supplier(s) of material and equipment)</p> <p>R 100 000 – R 200 000 = 15 points R 200 000 – R 400 000 = 20 points > R 400 000 = 25 points</p>	25	<p>Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument (e.g. Letter of intent)</p>	
3.	<p>Access to a transportation facility/ Light Delivery Vehicle (LDV) / Truck</p>	25	<p>Letter of commitment from fleet company Or Confirmation from producer that delivery shall also be undertaken Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)</p>	
4.	<p>Proof of Physical address</p> <p>Office of Bidder outside borders of KZN = 5 pts Office of Bidder within borders of KZN = 15 pts</p>	15	<p>Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address</p>	
	TOTAL	100		
	Minimum Functionality Threshold	70%		



C | STANDARD TECHNICAL SPECIFICATIONS

1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen 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 contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

2.1. 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:

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

2.1.1.1. Materials: SABS 1200 AA (3);

2.1.1.2. Testing: SABS 1200 AA (7);

2.1.2. **SABS 1200 DA -1988** (Earthworks - Small Works)

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

2.1.3.1. Materials SABS 1200 GA (3)

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

2.1.3.3. Testing: SABS 1200 GA (7)

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

3. APPLICABLE STANDARDS: EARTHWORKS AND SITE PREPARATION

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

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

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

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

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

4.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "the Standard (Abridged) Preamble for all trades", which covers the following (only the items in italics apply to this contract):

STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES

INDEX

1	EARTHWORKS	3
2	CONCRETE, FORMWORK AND REINFORCEMENT	3
3	BLOCK AND BRICKWORK	6
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5	CARPENTRY AND JOINERY	8
6	FLOOR COVERINGS, PLASTIC LININGS, ETC.	11
8	SCREEDING AND PLASTERING	16
10	DRAINAGE AND PLUMBING	19
11	SANITARY PLUMBING AND FITTINGS	25
12	FIRE EXTINGUISHERS	31
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5. MATERIALS AND CONSTRUCTION

- 5.1. All materials must be **newly purchased** and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, 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 CNCI standards and recommendations

6. STANDARD CONCRETE MIXES

- 6.1. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³.
- 6.2. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water : cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.
- 6.3. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in Table 2.

Class of Concrete	Min. Compressive Strength in MPA at 28 Days	Max. Nominal Size of Coarse Aggregate in mm	Proportion of Constituents >> 1 Wheelbarrow = 2 bags of cement		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1	4	5
B ¹	15	19,0	1	3	4
C ²	20	19,0	1	2.5	3.5
D	25	19,0	1	2	3
E	30	19,0	1	2	2½

7. STANDARD PLASTER & MORTAR MIXES

- 7.1. The standard **plaster** mixes are as listed in Table 3:

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

- 7.2. The standard **mortar** mixes are as listed in Table 4:

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200

8. FINISHES TO IN-SITU CONCRETE

8.1. 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.

8.2. 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 screed 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.

8.3. 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.

8.4. 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.

9. CHARACTER OF STRATA AND MATERIALS ON SITE

- 9.1. In most cases no geotechnical data is available for the site. The contractor must satisfy himself as to the nature of the existing ground conditions during the site briefing.



D | PROJECT TECHNICAL SPECIFICATIONS

1. CONSTRUCTION OF THE POTTING SHED

1.1 FOUNDATIONS

- 1 Potting shed: Trench depth is 600mm for walls and poles. Dimensions for strip foundations are 500 x 200mm. First four courses of cement bricks are underground. Strip foundations to extend under doorstep. Pole bases are 400 x 400 x 600mm.
- 2 Strip Foundation to be constructed out of 15Mpa concrete with a dimension of 500 X 200mm

1.2 FLOORS

- 1 The **soil layer** under the floor slab is to be uniformly compacted. Backfilling & soil compaction to SABS 1200 DA (3.2; 5.2.3.2). The floors are to be on a leveled base and well compacted to minimum 95% Mod AASHTO – Contractor to supply test results proving compaction results – Department Engineer to be notified of test and observe test procedures. The base, running under a 1% slope, is to be inspected prior to laying of the damp proofing or pouring of any concrete.
- 2 Pest control soil poisoning is to be applied under floor by reputable pest control specialists (registered with the Department of Agriculture and members of the pest control association). **Certification is to be provided.**
- 3 Damp proof USB sheeting (green or black, minimum 250 micron thickness) is required throughout the structure. It is to be laid on the compacted sub-base and ending on top of 1st row (4th row above foundation (see Drawing Section A-A) above floor level).
- 4 **Apron:** A concrete apron is to be constructed around the entire structure 1000mm wide. The dimensions are to be 75mm thick and slope away (5%) from the structure. Concrete strength to be 20Mpa /19mm.
- 5 Concrete floor slab to be 25Mpa 100mm thick with ref 200 reinforcement.

1.3 TIMBER STRUCTURE: POLES

- 1 Poles to be Ø 100-125mm, 3.6m long in front, 3.3m in the middle and 3.00m at the back. All rafter-poles connections to cross at right angles and to be joined with Ø 15mm (minimum) threaded steel bars (*handibars*) cut to size. Use hexagonal nuts and washers (min. 2mm thick).
- 2 50 x 150mm rafter beams to be bolted to the poles using 15mm threaded bars. Use 2 threaded bars per pole.
- 3 Poles to be spaced 2m apart in concrete bases (600 x 400 x 400mm), 1:4:4 mix with Class U1 surface finish to be used for all concrete bases: 20MPa/19mm, slump to SABS 1200GA 5.4.1.2 mass concrete). Pole bases must be free draining (**no concrete under pole head**).

1.4 ROOFING

- 1 The roof pitch (15% - see drawings) with an overhang of 150mm on the sides, 400mm in front and 350mm at the rear.
- 2 Roof to be made of grade 8.5 full hard corrugated galvanized iron sheets 4500 x 840 x 0.3mm (eff. width 0.762m), or grade 8 with effective width of 610mm. Corrugated galvanized sheeting is to be fixed to purlins with self tapping roofing bolts (**minimum 3 per sheet per purlin**), hook bolts or equivalent, both as roofing and as cladding.
- 3 Purlins to be fastened to rafters with hurricane clips. 2 x 4 nails per clip.
- 4 Rafters and rafter support beams 50 X 150mm to be bolted to poles using 15mm threaded bars with bolts and nuts.
- 5 All roofing timber to be TBTO treated and SABS approved.
- 6 Rafters are 150 x 50mm SA pine. Rafter support beams which support the rafters the same size (50 x 150mm) to be bolted to the poles using 15mm treaded bars.

1.5 ROOFING: GUTTER AND FASCIA BOARDS

- 1 The roof shall be fitted with suitable seamless aluminium guttering (125mm, use **metal** brackets), and down pipes for water collection into the supply tanks.
- 2 **Gutter** brackets to be mounted on 3000 x 300 x 12mm fascia boards which must be connected with fascia joiners or jointing plates.



- .3 Drill **fixing holes** to attach fascia boards to rafters to avoid breakage (Do *not* use hammer drills and masonry bits) and use two screws per rafter.
- .4 **Supporting timber** (i.e.38 x 114mm pine beam) must be fixed against the rafters in front and at the rear as additional support for the fascia boards. This is done by notching out the top of the rafter ends so that the outside face of the beam will be flush with the uncut ends of the rafter.
- .5 Fitting of 300 x 10mm **fibre cement/Nutec fascia boards** on the sides of the building, to be fitted on 38 x 114mm tie beams which in turn are joined against the purlin ends with nails and hurricane clips.

1.6 WALLS

- .1 **Brickforce** to be used every second row of bricks. SABS damp proof course is required at the base course above the floor slab level throughout.
- .2 **Wall height:** 12 courses above floor level.
- .3 Bricks must be SABS approved. Use standard bricks. The mortar is to be a 1:4 cement-building sand (*not* river sand) mix. Cement is to be Portland cement of normal setting quality, is to comply with SABS Specification 471, and must be used fresh. Cement containing more than 15% blast furnace slag will not be permitted to be used.

1.7 TABLES AND SHELVES

- .1 Tables to be constructed out of brick wall with concrete slab topping.

Dimensions: Table 1	3820 X 900 X 75mm
Table 2	2880 X 900 X 75mm

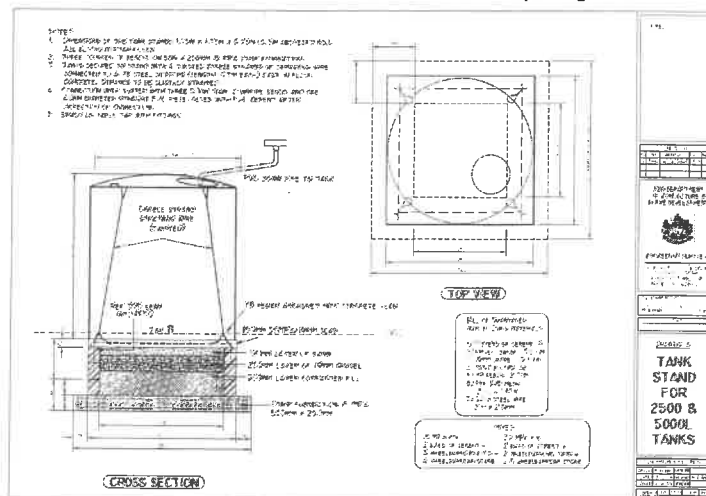
Concrete to be 30Mpa/9mm (Mix 1:2:2.5), reinforced with glass or synthetic fiber plus resin coated fiberglass mesh 10 X 10mm placed at 1/3 of the slab. Back of table slab to rest on inside of wall. Table edges: Rounded (filleted), 25mm rad, Steel float finished. Table blades to be polished with Cobra floor polish.

- .2 Shelves to be as table counter, but varying in length and 600mm wide instead of 900. Shelves should be resting on the legs only, **NOT** on the wall. Shelf dimensions: Four Legs X 12 courses height and the outside two legs form part of the external wall
Central legs: 12 courses with bottom five courses full brick width.

2. CONSTRUCTION OF THE TANKSTAND

- .1 Tank stand: Foundation: 500 X 200mm; 20Mpa concrete.
- .2 Tank stand topping: 100mm thick; 25Mpa/19mm concrete slab on top of six courses of M150blocks. One course to be below NGL. See Drawing TAN/RDN/2020/02R

Figure 1. Tank stand to collect water from the potting shed roof



3. MIXING/FERTIGATION TANK

Supply and install 1000L mixing tank. The specification for the mixing tank is as follows.

- .1 The capacity of the mixing tank is 1000L.
- .2 The mixing tank should have a transparent strip to allow water level inspections, or, alternatively, be equipped with an external fluid level indicator that tracks water levels.
- .3 The mixing tank or the level indicator should have volume indicators that show the amount of water left in the tank.
- .4 Service provider to remove the existing mixing tank, and to replace it with the new tank with level indicators.
- .5 Connect the fittings and pipelines to the mixing tank.

4. MANUAL PLANTER

Simplicity manual or similar seed planter for nurseries with the following specification to be supplied.

- .1 Locally (SA) Manufactured.
- .2 All the components to be stainless steel.
- .3 Pneumatic hosing.
- .4 Manual seed planter (seeds on a tray for nursery) to have built-in compressor and vacuum pump. .
- .5 Dibber and needle on the interchangeable sowing head.

5. REFURBISHMENT OF THE NURSERY

- .1 Remove the shade cloth net roofing of two-thirds of existing nursery structure. Only the shade cloth to be removed, thus the timber roofing should not be removed. See Figure 1.
- .2 Engineer and contractor to jointly inspect the structure to inspect the quality of the existing structure (poles and wires).
- .3 If any part of the existing nursery structure (poles or wiring) were to be damaged or displaced in the process of removing the shade cloth netting, or when installing the new shade cloth, the service provider is required to reposition and/or replace and or reinstall the displaced/damaged poles and or wiring and bring back the structure to its original state at no extra cost, unless the pole was damaged before work on the structure took place. This would have been established during the inspection (see (.2)).
- .4 Supply and install new shade cloth net roofing according to the following specification:
 - 4.1. 30% green colour shade cloth to cover 1400m²;
 - 4.2. 40% green colour shed cloth to cover 1400m².
5. Lanes/Rolls of new shade cloth material (both densities) should be sewn together in the longitudinal direction as well as at the ends of each roll. The new shade cloth roof lanes/ rolls to be stitched together onto the old shed cloth on the sides of the nursery structure.
6. In addition, the shed cloth net must be sewn against the cross wires.

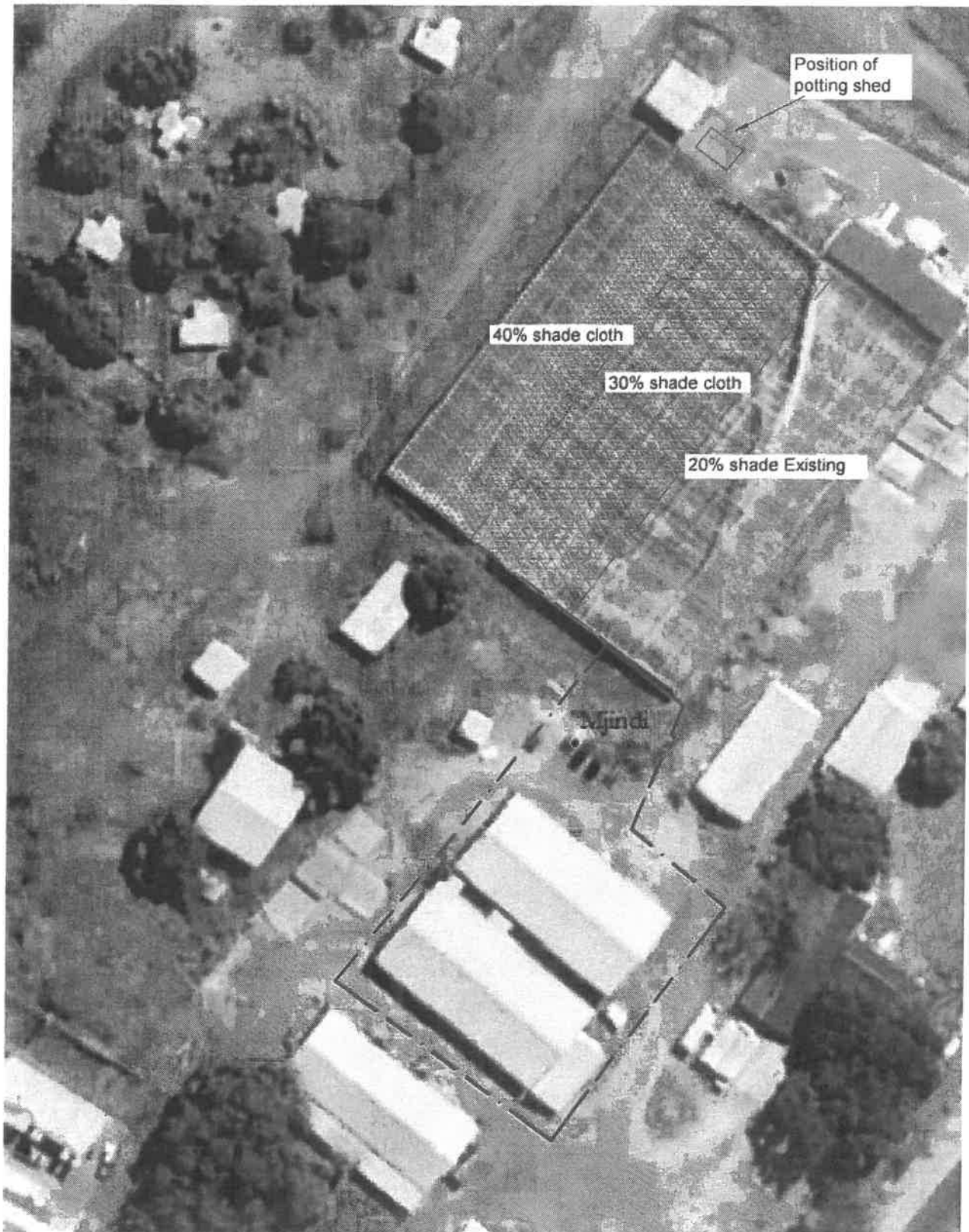


Figure2: Site layout showing the grades of shade cloth to be installed and the location of the potting shed.

6. FENCING

- .1 Supply fencing material and erect fencing in the 220m Boundary line as per the attached Map (*Blue line*). Fencing material includes: 1.8m high hinged joint fencing with 3 strands of barbed wire on top. Total height of the fence: 2.1m.
- .2 Use 1.8m high hinged joint fencing with verticals **maximum 150mm apart**. (Bonnox or similar).
- .3 Creosoted poles of 2.8m length (100-125mm), to be placed in 700mm deep augured holes. All corner poles in free draining /no concrete under pole. Concrete base (15Mpa/19mm). Concrete base dimensions: 300 x 300 x 600mm.
- .4 Distance between poles: 3.00m.
- .5 Use 25mm wire staples (8 per pole) to affix fence to poles.
- .6 Three straining wires (top, bottom, midway) to clip hinge joined fence on.
- .7 Three strands of double stranded barbed wire to run above the hinge joint curtain, properly fixed to poles and to the top of weld mesh.
- .8 Entry gate to be installed between the existing boundary fence and the extension area (storage shed).
- .9 Gate and corner poles to be of 2.8 m length with concrete foot 300 x 300 x 600mm.
- .10 Double boxes at corners and at gate. Boxes on both sides of the gate opening.

Table 1: Bills of Quantities for fencing of the Germination Room/Potting Shed.

TOTAL LENGTH OF FENCE : 220m		
Mesh fencing (Bonnox or similar) 100m, 1.8m high, verticals at 150mm max. Gauge 1.6mm	Rolls	1
Barbed wire double strand. Rolls of 845m	Rolls	1
Creosoted poles 2.8m x 100/125mm	No.	33
Wire staples 32mm/500g/pack	No.	3
Straining wire 3.15mm-rolls of 5kg/80m)	No.	1
Binding wire 2.5mm – Rolls of 5 kg (±200m)	No.	1
Galvanized steel gate 3.6m x 1.80m + hinges: round bar (35 x 2.0mm)	No.	1
Solid Brass/zinc padlock + chain	No.	1
8ga straining wire 4mm Ø, 5kg (50m) rolls, fully galvanized	No.	2
12ga Binding wire 2.5mm Ø, 5kg (130m) rolls fully galvanized	No.	1



ANNEXURE A

ADDITIONAL INFORMATION

EXPERIENCE: Please indicate your experience and expertise by completing the table:

#	Name of project + Period	Project description	Role (self or sub-contracted)	Project value	Name and contact number of referee
1					
2					
3					
4					
5					

ANNEXURE B BILL OF QUANTITIES/PRICING SCHEDULE (1)

ANNEXURE B:					
SCHEDULE OF QUANTITIES & PRICING SCHEDULE FOR REFURBISHMENT OF MJINDI NURSERY					
ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
1	PRELIMINARY & GENERAL & SITE ESTABLISHMENT				
1.1	Preliminary & General	Sum	1		
1.2	Site establishment	Sum	1		
2	SITE CLEARING & LEVELING (30 x 10m) - INCLUDING TANKSTAND				
2.1	Site Leveling (10m x 6m)	Sum	1		
2.2	Compaction of levelled area and surplus cut to Mod AASTO 90%	Sum	1		
3	EXCAVATION AND BACKFILL FOUNDATION WALLS AND (POLES)				
	Rates for excavation to include disposing of surplus material within 0.5km				
3.1	Excavation foundation trench 600 X 400mm	m ³	5		
3.2	Number of holes for poles 400 x 400 x 600mm (Structural poles)	No.	12		
4	ROOFING MATERIAL				
4.1	PURLINS: pre-treated SABS approved pine 75 x 50 mm	m	30,00		
4.2	BEAMS: pre-treated SABS approved pine 38 x 114 mm	m	20,00		
4.3	RAFTERS: pre-treated SABS approved pine 50 x 152 mm	m	38,00		
4.4	3000 x 300 x 12mm fascia boards	m	12,00		
4.5	300 x 10mm fibre cement/Nutec fascia boards	m	8,00		
4.6	ROOF: Galvanized corrugated iron sheets 4500 x 630 x 0.5mm	No	10		
4.7	standard galvanized hurricane clips	No	100		
4.8	90 x 38 x 1.0mm truss hangers	No	20		
4.9	75mm wire nails	Kg	1		
4.10	60mm std roofing screw including washer (100/box)	Box	5		
4.11	4mm dia straining wire (5kg roll = 80m app)	Roles	2		
5	TIMBER				
5.1	NAIL PLATED CREOSOTED POLES: 4.2m x 100-125mm	No	5		
5.2	NAIL PLATED CREOSOTED POLES: 3.9m x 100-125mm	No	2		
5.3	NAIL PLATED CREOSOTED POLES: 3.6m x 100-125mm	No	5		
6	CONCRETE AND MORTAR				
6.1	15Mpa/19mm concrete (strip foundation) - Mix 1 : 3 : 4	m ²	4,80		
6.2	20Mpa/19mm concrete (apron) - Mix 1 : 2.5 : 3.5	m ²	2,00		
6.3	25MPa/19mm concrete (floor slab) - Mix 1 : 2 : 3	m ²	2,60		
6.4	30MPa/19mm concrete (Roof slab for tables) - Mix 1 : 2 : 2.5	m ²	1,20		
6.5	Bedding mortar(1:5)	m ²	3,00		
6.6	M150 blocks for tankstand	No.	350		
6.7	Standard Bricks	No.	1500		
6.8	Concrete Bricks for foundation wall/bottom 5 courses	No.	170		
6.9	Brickforce (110mm x 2.8mm - 20m rolls)	No.	4		
6.10	brickforce (150mm x 2.8mm - 20m rolls)	No.	2		
SUB TOTAL FORWARD TO LAST PAGE					

**ANNEXURE B:****SCHEDULE OF QUANTITIES & PRICING SCHEDULE FOR REFURBISHMENT OF MJINDI NURSERY**

ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
7	TABLES AND SHELVES				
7,1	Concrete tables: to be constructed out of brick walls and concrete slab				
7,1	Dimensions: Table 1: 3,8m X 0,9m X 75mm and 2: 2,89m X 0,9m X 75mm. Table slab to be 30MPA/9mm reinforced with synthethich fiber plus resin coated fiberglass mesh 10X10mm.	sum	1		
7,2	Shelves to be as table counter. Dimensions: as per the specification	sum	1		
8	REFURBISHMENT OF THE NURSERY				
8,1	Remove shade cloth net roofing from the existing nursery	m ²	2800		
8,2	Supply and install 30% Green. Rolls of 30m x 3.00m shade cloth	m ²	1400		
8,3	Supply and install 40% Green. Rolls of 30m x 3.00m shade cloth	m ²	1400		
8,4	Shade cloth binding wire/twining	m	1000		
9	FERTILIZER MIXING TANK and IRRIGATION EQUIPMENT				
9,1	1000L mixing tank. The tank should have a transparent strip to allow water level inspections, or, alternatively, be equipped with an external fluid level indicator that tracks water levels.	no	1		
9,2	Fitting from an existing water supply pipe line to the mixing tank	sum	1		
9,3	HDPE pipe line 40mm Ø cl6 pipe	m	200		
9,4	20mm CI 3 LDPE Laterals	m	600		
9,5	40mm Ø crosses	No.	8		
9,6	40mm -> 20 /15mm reducers	No.	8		
9,7	Control/Butterfly Valves 40mm Ø	No.	1		
9,8	Control/Butterfly Valves Valves 20/15mm Ø depending on low/high pressure a	No.	8		
9,9	>>> High pressure:(1.0bar or higher): 180/360 degrees micro sprinklers incl. riser tubes, throw 2.5m, flow rate 25-70L/hour	No.	400		
9,10	Y10 rebar cut at 0.6m length to attach sprayers/sprinklers as sprinkler stands	No.	400		
10	MANUAL NURSERY SEED PLANTER				
10,1	SIMPLICITY MANUAL OR SIMILAR SEED PLANTER FOR NURSERIES TO HAVE THE FOLLOWING SPECS: All the components to be stainless steel, Pneumatic hosing, The manual seed planter to have built-in compressor and vacuum pump, Dibber and needle on the interchangeable sowing head.	sum	1		
SUB TOTAL FORWARD TO LAST PAGE					



ANNEXURE C

ADDITIONAL INFORMATION

EXPERIENCE: Please indicate your experience and expertise by completing the table:

#	NAME OF PROJECT + PERIOD	PROJECT DESCRIPTION	ROLE (SELF OR SUB-CONTRACTED)	PROJECT VALUE	NAME AND CONTACT NUMBER OF REFEREE
1					
2					
3					
4					
5					



ANNEXURE D

DRAWINGS

DRAWING NUMBER	DRAWING REFERENCE	DRAWING DESCRIPTION	PAGE
DR01	RDN/2016/019/NUR	POTTING SHED PLAN	30
DR02	RDN/2016/021/NUR	POTTING SHED FRONT AND SIDE ELEVATIONS	31
DR03	RDN/2016/022/NUR	POTTING SHED BACK ELEVATION AND TIMBER	32
DR04	TAN/RDN/2020/02R	TANKSTAND FOR 2500/5000L WATER TANKS	33

KINDLY COMPLETE PLEASE!!!

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with person employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

KINDLY COMPLETE PLEASE!!!

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

KINDLY COMPLETE PLEASE!!!

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

KINDLY COMPLETE PLEASE!!!

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:

(Name of Bidder)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 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 consortium³ will not be construed as collusive bidding

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . . . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

Local Content

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
PPAS	100 %
	%
	%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			<input style="width: 95%;" type="text"/>

(E10)	Manpower costs (Tenderer's manpower cost)	<input style="width: 95%;" type="text"/>
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 95%;" type="text"/>
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, Interest etc.)	<input style="width: 95%;" type="text"/>
(E13) Total local content		<input style="width: 95%;" type="text"/>

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____
 Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exem
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	
										(D19) Total exempt imported value	

B. Imported directly by the Tenderer

Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Im
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	
										(D32) Total Imported value by tenderer	

C. Imported by a 3rd party and supplied to the Tenderer

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Import
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total Imported value by 3rd party	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B _____

Date: _____

(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must conc. bond in Annex C - C.23