



agriculture
& rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

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

Quotation No: R/S/2021/1541

CONSTRUCTION OF BUTTRESS WEIR AT NKANDE PROJECT NQUTHU.

NAME OF BIDDER: _____

COMPULSORY SITE BRIEFING DETAILS	
DATE	10 FEBRUARY 2021
MEETING ADDRESS/VENUE	Department of Agriculture & Rural Development R68 Babanangu Road, Nquthu 3135 (Behind post office)
TIME	11:00

1. PRE-QUALIFICATION CRITERIA

REQUIREMENT-CIDB Grading: 1 CE or above

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

- Local Content requirement

For more information, please contact the following official:

For: Technical Enquiries:
T.Naidoo
082 413 2591

For: Quotations/SCM enquiries:
Mrs Nokuphiwa Khoza
033 343 8359

CLOSING DATE: 19 FEBRUARY 2021 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/2021/1541	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 19/02/2021	CLOSING TIME: 11:00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: CONSTRUCTION OF BUTTRESS WEIR ENQUIRIES REGARDING SPEC CONTACT: T.NAIDOO ON 082 413 2591 COMPULSORY SITE BRIEFING : 10 FEBRUARY 2021 VENUE: DEPT OF AGRICULTURE R68 BABANANGU ROAD NQUTHU 3135 (BEHIND POST OFFICE) TIME: 11:00	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 DELIVERED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

N.B DOCUMENTS MUST BE DEPOSITED IN THE BID BOX AT SCM- DEPARTMENT OF AGRICULTURE 4 PIN OAK AVENUE HILTON QUARRY BOX. NO EMAILED QUOTATIONS WILL BE ACCEPTED

ATTENTION OF: **NOKUPHIWA KHOZA**

TEL: **033 343 8359**

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

ANNEXURE A

COMPANY NAME :
 ADDRESS :
 CONTACT PERSON :
 CONTACT NUMBER :
 FAX NUMBER :

SITE BRIEFING IS COMPULSORY

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQU IRED QUAN TITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	Appointment of service provider for the construction of concrete buttress weir at Nkande Project, Nquthu. Total costing from Page 20 to be carried forward to this page	1				
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

*VAT Registration No. (Supplier) _____

When Required (Requester) : 28th December 2020

Where Required (Requester): 1 Project site at Umzinyathi District, Nquthu Local, 30km outside of Dundee town.

Contact details of requester: Thamoney Naidoo – 0824132591. For info on specification Mr Frank Maldi – Engineer – 0713029600/0824546628

COMPANY STAMP

PRICES ARE VALID FOR

Mark one Box (X)

30

60

90

DAYS

SIGNATURE

DATE

**APPOINTMENT OF A SERVICE PROVIDER FOR THE
CONSTRUCTION OF CONCRETE BUTTRESS WEIR AT NKANDE
PROJECT IN NQUTHU**

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A | TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF GABION HEAD CONTROL WORKS AND BRICK WALL AT NKANDE PROJECT IN NQUTHU

1. BACKGROUND

- 1.1. The Nkande Project is a communal project in Nquthu Municipality of Umzinyathi District. The beneficiaries own a land in excess of 130ha. The land is used for growing of maize under dryland and grazing of livestock after harvesting the maize crop.

The project is at a foot of the mountain. During the raining season, the power of the erosive runoff is causing permanent damage the field in a form of erosion. The erosion has resulted in a formation of a donga, zigzagging across the field towards the nearby river. In order to prevent further damage by the erosive on the natural resource, the Department is aiding the community through the program of Land Care. The Department is looking to secure the services of a competent and CIDB registered building contractor to effect the proposed works.

2. SCOPE OF SERVICES

- 2.1. Excavation in soft materials.
2.2. Construction of concrete buttress weir

Section E (Pricing Schedule with specifications) lists the works in detail and provides specifications for the work to comply with.

3. SITE LOCATION

- 3.1. The site is situated in the Nquthu Local Municipality in the Umzinyathi District Municipality, at app 30 km outside of Dundee town.
3.2. Site Coordinates: **S 27° 58' 15.3"** and **E 30°36'38.88"**.

B | SPECIAL CONDITIONS

1. BASIS OF QUANTITIES

- 1.1 The Scope of Works, Specifications and Bills of Quantities governing the works are as per Annexure B (Pricing Schedule), as well as the drawing listed under the Project Technical Specifications, form the basis of all work to be done.

2. COMPETENCY OF THE SERVICE PROVIDER

- 2.1. This quote is open for contractors with a Construction Industry Development Board (CIDB) data base grading of **minimum 2CE**. The contractor is to submit evidence of his/her OWN Active registration.

3. COMPULSORY SITE BRIEFING

- 3.1 A compulsory site-briefing meeting will be held with prospective Service Providers. Attendance at the meeting will be compulsory and non-attendance shall invalidate the quote. 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. The site briefing will take place in the week of2020.

4. INVOICES

- 4.1 All invoices submitted by the Contractor must be Tax Invoices indicating for what part of the scope of works payment is claimed.
- 4.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- 4.2.1. The name, address and registration number of the supplier;
 - 4.2.2. The name and address of the recipient;
 - 4.2.3. An individual serialized number and the date upon which the tax invoice is issued;
 - 4.2.4. A description of the goods or services supplied;
 - 4.2.5. The quantity or volume of the goods or services supplied;

5. IRREGULARITIES

- 5.1 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.

6. PAYMENT FOR SUPPLIES AND SERVICES

- 6.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 6.2 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 6.2.1 Contact must be made with the officer-in-charge of the District Office;
 - 6.2.2 If there is no response from the District Office, the Director: Finance must be contacted;
- 6.3 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

7. PERIOD OF CONTRACT

7.1 The contract is ad hoc / once off. As for the completion period, see section 40.

8. QUALITY CONTROL/ TESTING OF PRODUCTS

- 8.1 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.
- 8.2 The same replacement obligation to the Contractor would apply during the entire construction period.
- 8.3 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.
- 8.4 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.

9. ORDER OF PRECEDENCE

9.1 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.

10. SUPPLIERS DATABASE REGISTRATION

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

11. TAX AND DUTIES

11.1 During the 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).

12. TAX COMPLIANCE PIN

- 12.1 The service provider must submit a valid Tax Compliance Pin with the bid. Service providers should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 12.2 Where a Tax Compliance Pin is not submitted with the quote, the Department shall use the Central Supplier Database to verify the tax matters of the service provider.

13. UNSATISFACTORY PERFORMANCE

- 13.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 13.2. The Departmental official monitoring the implementation shall first warn the contractor verbally about his/her underperformance in terms of completion rate, quality of the work or quality or specifications of materials as part of a site instruction. After that, in the absence of sufficient improvements, the contractor shall be warned 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).
- 13.3. 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: -
- 13.3.1. 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,
 - 13.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - 13.3.3. 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.
- 13.4. 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.
- 13.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

14. VALIDITY PERIOD OF QUOTE

- 14.1 The validity (binding) period for the quote shall be **60 days** from the deadline for the submission of quotes. However, circumstances may arise whereby the Department needs to extend the validity period. Should this occur, the Department shall formally request those who submitted quotes service providers to extend the validity (binding) period under the same terms and conditions as originally offered for by service providers. This request shall be done before the expiry of the original validity (binding) period.

15. VALUE ADDED TAX (VAT)

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

16. SERVICE LEVEL AGREEMENT

- 16.1 The successful Service provider and the Department will sign a Service Level Agreement prior

to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of the award of the contract.

- 16.2 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS), the Bill of Quantities and Specifications as contained in the Pricing schedules, together with the Drawings, are deemed to form part of the SLA.

17. COMMENCEMENT OF THE WORK

- 17.1. Site establishment must start within ONE week, and the actual works within TWO weeks after hand-over of the site, provided that;

17.1.1. An official order has been issued;

17.1.2. The contractor is in possession of all relevant documentation required for works execution;

17.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.

- 17.2. In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract .

18. HANDOVER OF SITE TO CONTRACTOR

- 18.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.

- 18.2. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.

- 18.3. The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site.

- 18.4. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

19. WATER AND POWER

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

20. LOCATION OF CAMP

- 20.1. The Contractor's camp may be erected at Bartlow Combines compound, but only after arrangements have been formalized with the Farm Manager.

- 20.2. No persons other than a night watchman may sleep in the camp, without the approval of the Farm Manager

21. HOUSING OF CONTRACTOR'S EMPLOYEES

- 21.1. 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 Farm Manager.

- 21.2. 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.

22. LABOUR SOURCE & CAPACITY

- 22.1. 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.
- 22.2. The contractor is encouraged to source unskilled labour from the area around Bartlow Combine. 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.
- 22.3. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

23. SECURITY & RISK

- 23.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 23.2. 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.

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

- 24.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 24.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 24.3. 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.

25. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

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

26. DAMAGE TO PROPERTY

- 26.1. 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
- 26.2. 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.

27. UNDERGROUND CABLES AND PIPES

- 27.1. 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.

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

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

28. DAILY RAINFALL RECORDS

28.1. 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.

29. INSPECTION OF WORK

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

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

30. NOTICE OF COVERING WORK

30.1. 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.

30.2. 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.

31. SUB-CONTRACTED WORK

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

31.2. 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.

32. INSURANCE

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

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

32.1.2. Public Liability insurance.

32.1.3. All risks (works) policy and Political.

33. PROTECTION OF THE PUBLIC

33.1. 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.

34. INJURY TO PERSONS

34.1. 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.

35. DISAGREEMENTS

- 35.1. 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.
- 35.2. 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.

36. FIXED PRICE CONTRACT

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

37. PRICING - COMPLETENESS OF BID

- 37.1. Service providers are required to submit quotes for all services, works and materials as specified in the pricing schedule. This includes those additional items that are not listed in the original pricing schedule but may be pointed out as required at the bid briefing. If he/she does not bid on all items, his/her bid will be rejected.
- 37.2. All quoted prices for separate items are to be in South African currency and must **exclude** VAT.
- 37.3. All items as described in the project specification are to be priced in full.
- 37.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.
- 37.5. VAT must be filled in as the Sub total followed by the complete price for the entire project.
- 37.6. The quote page must be signed by a person legally authorized to do so.

38. QUANTITIES OF WORK

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

39. PROGRESS PAYMENTS

- 39.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete.
- 39.2. 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.
- 39.3. 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.
- 39.4. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 39.5. The contractor shall be paid in up to a maximum of **five (5) part payments**. The Contractor is strongly advised to request five payments when being notified by SCM of him/her being awarded the contract.
- 39.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (41).
- 39.7. The penultimate payment occurs after practical works completion. The final payment will be made after expiry of the 6 months guarantee/liability period.

40. COMPLETION OF THE WORKS

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

40.1.1. 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 6 months after Works completion, after expiry of the liability period.

41. RETENTION

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

41.2. 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 6 months after practical completion), the service provider having eliminated all defects.

41.3. 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.

42. DEFECT LIABILITY PERIOD

42.1. The defect liability period is 6 calendar months calculated from the date of Practical Completion.

42.2. 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.

43. CONTINGENCIES

43.1. 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 and must be approved by the Engineer before the expenditure is incurred. Such approval must be in line with SCM Delegations.

44. PERIOD OF COMPLETION & RATE OF PROGRESS

44.1. The project has to reach practical completion within three (3) months of award of the contract (90 calendar days).

44.2. 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.

- 44.3. 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.
- 44.4. The date of completion will be extended only to the extent approved by the Department.
- 44.5. 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.
- 44.6. 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.

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

- 45.1. 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.
- 45.2. 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.
- 45.3. The department will deduct a penalty for late completion of up to **0.05% of the contract value per working day delay**. This will be deducted from the retention.

C | STANDARD TECHNICAL SPECIFICATIONS

1. PRELIMINARIES & 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

	Page
1 EARTHWORKS	3
2 CONCRETE, FORMWORK AND REINFORCEMENT	3
3 BLOCK AND BRICKWORK	6
4 WATERPROOFING	8
5 CARPENTRY AND JOINERY	8
6 FLOOR COVERINGS, PLASTIC LININGS, ETC.	11
8 SCREEDING AND PLASTERING	16

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 1.

TABLE 1: STANDARD CONCRETE MIXES					
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	15	19,0	1	3	4
C	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 2:

TABLE 2: STANDARD PLASTER MIXES				
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 3:

TABLE 3: STANDARD MORTAR MIXES				
MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200

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

> This finish is required for the apron and the insides of the walls

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.

D | PROJECT TECHNICAL SPECIFICATIONS

1. The detailed **scope of works** is as follows

1.1. Surface Excavations.

- 1.1.1. Excavations in all material & stockpile as per the engineers' instruction
- 1.1.2. Backfill and dispose excess soil material as per engineers' instruction

1.2. Construction of buttress weir: Refer to the drawing attached

- 1.2.1. Erect the formwork structure and construct the structure as per the design.

E | EVALUATION CRITERIA FOR FUNCTIONALITY

9. TECHNICAL SPECIFICATIONS

The actual specifications are contained in the Bill of Quantities/Pricing schedule and Drawings.

F | PRICING SCHEDULE WITH SPECIFICATIONS

KZN AGRICULTURE & RURAL DEVELOPMENT						
ENGINEERING SERVICES CEDARA OFFICES						
NKANDE LANDCARE: PnGs AND SITE CLEARING						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		PRELIMINARY AND GENERAL				
	SABS1200AA	GENERAL (SMALL WORKS)				
1.1	8.3	SCHEDULED FIXED CHARGES AND VALUE ITEM RELATED.				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.2	8.3.2	Establish facilities on site				
1.2.1		a) Facilities for the contractor				
1.2.2		Offices and storage shed	Sum	1		
1.2.3		Ablution and latrines facilities	Sum	1		
1.2.4		Plant, tools and equipment	Sum	1		
1.3	8.3.4	Removal of Engineer's and Contractor's site establishment	Sum	1		
1.4	8.4	Scheduled Time Related Item				
1.4.1	8.4.1	Contractual requirements	Months	3		
1.4.2	8.4.2	Operation and Maintenance of facilities on site				
1.4.3		a) Offices and storage shed for the contractor	Months	3		
		b) Ablution and latrines	Months	3		
		c) Plant, tools and equipments	Months	3		
1.5		General Responsibilities and other Time related Obligations				
1.5.1		a) Complying with Health and Safety regulations for the duration of the contract	Sum	1		
1.6		DAYWORK				
1.6.1		a) Skilled	days	30		
		b) Semi Skilled	days	90		
		c) Unskilled labour	days	90		
		d) Hiring a 2wheel drive, 45kW power out, tractor with an operator and implement for the construction of stormwater drain.	hr	3		
SUB-TOTAL CARRIED TO SUMMARY						

KZN AGRICULTURE & RURAL DEVELOPMENT
 ENGINEERING SERVICES: CEDARA OFFICES
 NKANDE LANDCARE: EARTHWORKS

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.	SABS1200C	SITE CLEARANCE				
2.1	8.2.5	Taking down Existing Fence				
2.1.1		The rate to include taking down,coiling,sorting, storing and stacking all item (including poles)at site				
2.1.2		Rate to re-construct fence using material in item 2.1.1				
3.	SABS1200D	EARTHWORKS				
3.1		Excavation: Mostly by use of labour force				
3.1.1	8.3.2	Excavate in all soft materials and use for embankment , backfill or dispose as ordered (Immediately) Extra over for	m ³	42		
		i) Intermediate	m ³	35		
		ii) Hard rock	m ³	35		
	SABS1200GA					
3.2	8.3.1	CONCRETE WORKS Rate for concrete works to include costs of formwork. Concrete strength of min 30MPa				
		Concrete strength lab tests and report -As per the engineer's instruction	no	3		
	8.3.1.1	Concrete volume:	m ³	38		
		DPC membrane: 250 microns	m ²	40		
		Reinforcement Rate to include cost of supply,deliver,offloading, installation, cut into shape of steel reinforcements. A provision of 100mm for overlapping of reinforcement Ref 395 mesh	m ²	52		
SUB-TOTAL CARRIED TO SUMMARY						

KZN AGRICULTURE & RURAL DEVELOPMENT	
ENGINEERING SERVICES: CEDARA OFFICES	
NKANDE LANDCARE: SUMMARY	
SUMMARY	AMOUNT
	ZAR
PRELIMINARY AND GENERAL	
SITE CLEARANCE	
EARTH WORKS	
CONCRETE WORKS	
SUB-TOTAL	
VAT @ 15%	
CONTINGENCIES @ 10%	
TOTAL PROJECT CAPITAL	





LIST OF DRAWINGS

PAGE	DRAWING REF.	DRAWING TITLE
1		<u>Buttress weir</u>

ANNEXURE C SITE LOCALITY NKANDE PROJECT – IN NQUTHU LOCAL MUNICIPALITY



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons 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!!!

business and exercises control over the enterprise.

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 **YES / NO**

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

**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.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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 least 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

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](http://www.thedti.gov.za/industrial%20development/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>
Steel products & comp for construction	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/industrial_development/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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex E

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

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	Exempted value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(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 Imported
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(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 Imported
(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		Local value of payments
			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 E _____

Date: _____

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

The Tenderer hereby declares that the information provided in this Annex is true and correct.

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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

KINDLY COMPLETE PLEASE!!!

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

KINDLY COMPLETE PLEASE!!!

SBD 9

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

KINDLY COMPLETE PLEASE!!!

SBD 9

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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

KINDLY COMPLETE PLEASE!!!

SBD 9

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

Js914w 2

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/building/institution involved:
.....

Bid No:

Service:

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

VISITED AND INSPECTED THE SITE ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE: