

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

QUOTATION No: R/S/2122/2094

DESCRIPTION OF SERVICE:

APPOINTMENT OF SERVICE PROVIDER TO CONSTRUCT ROAD CROSSING AT SHAZINI FARM UMGUNGUNDLOVU

NAME OF BIDDER: _____

Prequalifying Criteria

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) EME (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)
- (iii) Minimum 2CE CIDB Grading is required

LOCAL CONTENT:

Only local produced or locally manufactured products and will be accepted

Compulsory briefing session

Venue	SHAZINI FARM IN UMGUNGUNDLOVU DISTRICT MUNICIPALITY
Date	14/02/2022
Time	10:00

Return of Bid:

Bids must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: **(033) 355 9369** before **11:00** am on the closing date: **17 February 2022**

Issued by:

The Department of Agriculture and Rural Development
1 Cedara Road
Cedara
3200

INVITATION TO QUOTATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	R/S/2122/2094	CLOSING DATE:	17/02/2022	CLOSING TIME:	11:00 AM
DESCRIPTION	Appointment Of Service Provider To Construct Road Crossing At Shazini Farm				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development					
Supply Chain Management					
1 Cedara Road					
Cedara, 3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Nompumelelo Dladla		CONTACT PERSON	MR N NGCAMU	
TELEPHONE NUMBER	033 - 355 9369		TELEPHONE NUMBER	076 938 6185	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

TERMS AND CONDITIONS FOR QUOTATION

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

CLOSING TIME: **11h00**

CLOSING DATE: **17-02- 2022**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
R/S/2122/2094	APPOINTMENT OF SERVICE PROVIDER TO CONSTRUCT ROAD CROSSING AT SHAZINI FARM UMGUNGUNDLOVU	

Official Company
Stamp

Signature

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.

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:

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**

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 **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars.....

.....
.....

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
CORRECT. 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

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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:

or

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

Ps = Points scored for price of bid under consideration

Pt = 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 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

.....

.....

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, 2017 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>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

- 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: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula EU GBP [illegible]

(D1)
(D2)
(D3)
(D4)
(D5)
(D6)

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula

EU	R 9,00	GBP	R 12,00
----	--------	-----	---------

Calculation of imported content

A: Exempted imported content										B: Exempted imported content	
Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	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 imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R O

**This total must correspond with
Annex C - C 21**

Calculation of imported content

[illegible]

Value by tenderer	R 0
-------------------	-----

Calculation of imported content

[illegible]

due by 3rd party	R 0
------------------	-----

Calculation of foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments

Local value of
payments

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

**This total must correspond with
Annex C - C 23**

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

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) R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and marketing** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C

Signature of tenderer from Annex B

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.**

4.1	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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	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:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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. disregards 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.

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

COMPULSORY OFFICIAL BRIEFING SESSION CERTIFICATE

N. B.: THIS FORM MUST BE COMPLETED AND INCLUDED IN THE BID.

Bid No: R/S/2122/2094

**Appointment of Service Provider to Construct Road Crossing at Shazini Farm
Umgungundlovu**

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

ATTENDED THE COMPULSORY BRIEFING SESSION ON.....
(DATE)

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

.....
NAME AND SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

.....
NAME AND SIGNATURE OF DEPARTMENTAL REPRESENTATIVE

DATE:

DEPARTMENTAL OFFICIAL STAMP:

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF ROAD CROSSINGS AT SHAZINI FARM IN UMGUNGUNDLOVU DISTRICT.

DISCLAIMER

[1] COMPLETENESS OF THE DOCUMENT

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

[2] APPLICABLE STANDARDS

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200), with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein. Additional relevant standards will be given per item where required. The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

[3] CONTRACT DOCUMENTS

The contract documents include terms of reference, special terms of reference, project specification and bill of quantities. If the contractor has the impression that the information provided in the technical specifications and Bill of Quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at before the commencement of any construction. The same applies for any other purported differences between these documents

[4] INVOLVEMENT OF ENGINEERING STAFF

The Engineering Services Directorate (ESD) takes no responsibility for any reconstruction works without any prior involvement of ESD before (partial) completion.

This involvement consists of, but is not necessarily restricted to:

- a. Signing off of the bid/quote document and Drawings by ESD;
- b. Presence of ESD at the handover of the site to the contractor and at the commencement of the work.
- c. 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.
- d. Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.

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.

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF ROAD
CROSSINGS AT SHAZINI FARM IN UMGUNGUNDLOVU DISTRICT.**

TABLE OF CONTENTS PROJECT TECHNICAL SECTION

No.	Section	Pages	Read/ Complete
1	Table of Contents	1	Read
2	Disclaimer	2	Read
3	A Terms of Reference	3	Read
4	B Special Terms & Conditions	4 - 19	Read
5	C Project Specifications	20 - 31	Read
6	ANNEXURE A: BILL OF QUANTITIES	32 - 37	RETURNABLE
7	ANNEXURE A1: SUMMARY OF SCHEDULES	38	RETURNABLE
8	ANNEXURE B: ADDITIONAL INFORMATION	39	RETURNABLE
9	ANNEXURE C: SUBCONTRACTORS	41	RETURNABLE
11	ANNEXURE D: DRAWINGS	42	RETURNABLE

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF ROAD CROSSINGS AT SHAZINI FARM IN UMGUNGUNDLOVU DISTRICT.
--

A TERMS OF REFERENCE

1. BACKGROUND

- 1.1. One of the mandates of the KZN DARD is the provision of agricultural infrastructures to communities. Moreover, The Department also assists the farming community if they are faced with any natural disaster. The province (KZN) has been declared as a disaster zone due to the persistent rains this season which resulted in heavy floods across the province.

Shazini Farm located in uMgungundlovu District; is one of the Farms affected by the floods which destroyed many agricultural lands in Dec 2020. The floods destroyed all the access roads in the farm. The stream which crosses the farm was over flooded and as a result three road crossings (bridges) were damaged by the floods.

2. OBJECTIVES

- 2.1. To restore/re-construct the access roads in Shazini Farm.
2.2. To appoint a suitably qualified Service Provider to construct one bridge using culverts as a storm water drain and one cause way road crossing.
2.3. To ensure the timely realization of a cost effective, well-constructed road crossings.

3. SCOPE OF SERVICES

- 3.1. The project covers:
- 3.1.1. Removal of all the loose soil in the road two crossings.
 - 3.1.2. Installation of 250mm Ø UPVC Pipe line and a Control Valve.
 - 3.1.3. Construction of Anchor Blocks for the drain Pipe
 - 3.1.4. Digging the core trench for the Road crossings.
 - 3.1.5. Construction of concrete foundation 9m X 0.7m
 - 3.1.6. Construction of a 1m high double brick wall as a water retaining structure for crossing-1.
 - 3.1.7. Construction of 200mm 25Mpa reinforced concrete slab 7m X 4m
 - 3.1.8. Construction of / Installation of Culverts as storm water drains.
 - 3.1.9. Construct the wing walls according to the supplied drawings
 - 3.1.10. Construction of stilling basin
 - 3.1.11. Reshape and compact the dam wall using selected imported material.
 - 3.1.12. Fix fill and compact broken section of the dam wall.
 - 3.1.13. Cleaning of the dam/ removal of all reed and vegetation for the dam basin
 - 3.1.14. Remove all the silt deposited in the dam.
 - 3.1.15. Excavate trenches for a causeway foundation.
 - 3.1.16. Construct 1m deep concrete foundation on the two sides of the causeway.
 - 3.1.17. Construct 30 m long X 4m wide X 300mm deep 30Mpa reinforced concrete causeway.

4. PROJECT LOCATION

- 4.1. The site is situated at Shazini Farm in uMngeni Local Municipality in the uMgungundlovu District Municipality.
4.2. Site Coordinates: 29°27'09"S 30°20'08"E

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF ROAD
CROSSINGS AT SHAZINI FARM IN UMGUNGUNDLOVU DISTRICT.**

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. Rates provided by the service provider to be used if amounts need to be adjusted during construction.

6. BBBEE CERTIFICATE

- 6.1 A bidder claiming BBBEE points must submit a valid BBBEE certificate 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 **2CE** or higher. 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 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, will be communicated when the prospective service provider is invited to quote.

10. COUNTER OFFERS

- 10.1 The Pricing schedule makes some allowance for alternative specifications for some items that are at least equivalent to the ones provided by the Department.

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 B)

- 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 PREMISES

- 13.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless he/ she is accompanied by the responsible official in charge of stores.

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 accompanied by payment certificates, indicating the work done, 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:
 - 15.2.1 The name, address and registration number of the supplier;
 - 15.2.2 The name and address of the recipient;
 - 15.2.3 An individual serialized number and the date upon which the tax invoice is issued;
 - 15.2.4 A description of the goods or services supplied;
 - 15.2.5 The payment certificate;
 - 15.2.6 The value of the payment certificate amount, the amount of tax charged and the description of the works completed;

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 the services rendered as per the payment certificate.
- 20.2 There will be no payment for materials or equipment delivered to site, unless they have been installed or otherwise used in the construction process.
- 20.3 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.
- 20.4 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 20.4.1 Contact must be made with the officer-in-charge of the District Office;
- 20.4.2 If there is no response from the District Office, the Director: Finance must be contacted;
- 20.5 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.
For the completion period, see Clause 59 *Period of Completion & Rate of Progress*.

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 installation and during and after commissioning.
- 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.

30. VALUE ADDED TAX (VAT)

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

31. SERVICE LEVEL AGREEMENT

- 31.1 The successful Bidder and the Department will sign a Service Level Agreement (SLA) 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 a successful bid.
- 31.2 The *Special Terms and Conditions* (STC), the *Standard Technical Specifications* (STS) and the *Project Particular Specifications* (PPS) as listed in this bid document are deemed to form part of the SLA.

32. COMMENCEMENT OF THE WORK

- 32.1 Site establishment must start within two (2) weeks, and the actual works within three weeks after hand-over of the site, provided that;
- 32.1.1. An official order has been issued;
- 32.1.2. The contractor is in possession of all relevant documentation required for works execution;
- 32.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
- 32.2 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

33. HANDOVER OF SITE TO CONTRACTOR

- 33.1 The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.
- 33.2 The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.
- 33.3 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.
- 33.4 The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

34. WATER AND POWER

- 34.1 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 Preliminary & General section of the Bid/quoted amount.

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, pavings, 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 Department and all surrounding properties and shall indemnify the Department 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 Department 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. The contractor must indicate in *Annexure C – Additional Information: Subcontracted Works* which part(s), if any, (s)he intends to subcontract.
- 46.2 Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and he/she shall to 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 insurance's 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.
- 47.2 The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.

48. OCCUPATIONAL HEALTH AND SAFETY

- 48.1 Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:
- Carrying out and documenting risk assessments of all work to be carried out under the contract.
 - Preparation of safe work procedures.
 - Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
 - Preparation of a Project H&S File to include all requirements of Annexure A.
 - Regular updating of all of the foregoing.
 - Provision of medical certificates of employees.
 - Provision of PPE and protective clothing for employees
 - Complying with all H&S requirements for the duration of the contract.
 - Provision of forced ventilation (as required when working in confined spaces).
 - The completion and checking of the safety file upon completion of the works and handing it over to the Department

- 48.2 To enable the Department to appraise the allowances that Bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.
- 48.3 Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 48.4 The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	On commencement of construction.

- 48.5 The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.
- 48.6 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.

51. FIXED PRICE CONTRACT

51.1 The contract shall **not** be subject to contract price adjustment.

52. PRICING - COMPLETENESS OF BID

52.1 Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans..

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

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

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

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

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

53. QUANTITIES OF WORK

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

54. PROGRESS PAYMENTS

54.1 Payment shall only be made for claims that are commensurate with the works actually executed and complete. **No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in the Service Level Agreement.**

54.2 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.

54.3 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.

54.4 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.

54.5 The contractor shall be paid in up to a **maximum of five** part payments. The Contractor is strongly advised to request **at least five** payments when being notified of him/her being awarded the contract.

54.6 Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (57).

54.7 The penultimate payment occurs after works completion. The final payment will be made after the 12 months liability period when the contractor has dealt with all defects, if any.

55. COMPLETION OF THE WORKS

55.1 Work completion will be established over three stages.

55.1.1 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.

55.1.2 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.

55.1.3 Final completion

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

55.2 Certificates of Completion and Final Approval will be issued by the Engineer for practical and final construction completion.

56. RETENTION

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

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

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

57. DEFECT LIABILITY PERIOD

57.1 The defect liability period is 12 calendar months calculated from the date of Works Completion.

57.2 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.

58. CONTINGENCIES

58.1 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. **Payment of the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

58.2 Approval from the Engineer for the use of the Contingencies allocation is required before any purchases can be made or work is started from this allocation. Any allowance must be in line with SCM Delegations.

59. PERIOD OF COMPLETION & RATE OF PROGRESS

59.1 The project has to reach practical completion **within 4 months** calculated from the date of site handover.

59.2 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.

- 59.3 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.
- 59.4 The date of completion will be extended only to the extent approved by the Department.
- 59.5 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.
- 59.6 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.

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

- 60.1 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.
- 60.2 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 all the costs exceeding the original total Bid value.
- 60.3 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.

61. LOCAL PRODUCTION AND CONTENT

- 61.1 The Department of Agriculture and Rural Development promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 61.2 This bid document carries a minimum threshold for local content of 100% for all items that are locally manufactured such as:
- 61.3 Wire products (All fencing products including welded mesh fencing)
- 61.3.1 Fabricated structural steel products (Gate-, Corner- and Straining Posts, Line Poles and gates)
 - 61.3.2 Re-enforcing bars
 - 61.3.3 Concrete products (cement)
 - 61.3.4 Culverts
- 61.4 Department of Agriculture and Rural Development reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the DTI in an effort to stimulate local production and content where relevant.
- 61.5 Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the DTI) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender.
- 61.6 The Department of Agriculture and Rural Development latest list of designated sectors can be accessed on http://www.dti.gov.za/industrial_development/ip.jsp

- 61.7 Service Provider should ensure that they complete SDB 6.2 of this document. Failure to complete SDB 6.2 shall result in disqualification.

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF ROAD CROSSINGS AT SHAZINI FARM IN UMGUNGUNDLOVU DISTRICT.

C | PROJECT SPECIFICATION

Although only items of the relevant SABS 1200 series have been captured here that are of particular relevance to this project, the entire set of Standard Specifications listed under C3.4.1.1 will apply.

EARTHWORKS (EW)

PPS EW1 : SITE CLEARANCE

1. This section applies to the entire site, including the areas earmarked for the construction of the road crossings.
2. Applicable standard: SANS 2001 - Construction Works Part BS1: Site Clearance. SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400 (The application of the National Building Regulations).
3. Areas to be cleared and grubbed. Both borrow areas and the portions of the site on which excavations are to be carried out, shall be cleared or grubbed, or both, the Contractor shall excavate the top 150mm of topsoil including all of the smaller vegetation (grass and shrubs, bushes) and stockpile it. The contractor shall not commence with clearing and grubbing until the Employer's Agent has designated, in writing and in detail, the exact areas to be stripped of topsoil and the time at which the work to be started.
4. Clearing. Clearing shall consist of:
 - The removal of all material that may interfere with the construction of the work.
 - The disposal of all material resulting from clearing.
 - The removal of rocks and boulders of size up to 0.15m³ that are lying on the surface to be cleared or exposed during the clearing operations.
 - The removal and stacking of other reusable materials as scheduled.
5. The moving of a certain amount soil or gravel may be inherent in or unavoidable during the process of clearing. No extra payment will be made for the removal such soil or gravel.
6. Conservation of topsoil. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.

PPS EW2: MEASUREMENT AND PAYMENT: EXCAVATION

2.1 | Basic principles

1. The basic principle for measurement and payment for all earthworks is that the rates tendered for excavation shall cover the cost of excavating and re-use of the material in backfilling and required slopes for the dam wall, and the cost of disposal of surplus and unsuitable material within the free haul distance of 500m.

2. Separate additional payment will be made for filling excess excavation, forming banks or terraces, disposing of surplus material, or any other contingent work, only where specifically prescribed and scheduled.
3. Excavations which are required to be backfilled will be measured as if taken out with vertical sides regardless of whether they have been taken out with sloping sides. They will be measured from the net plan of the finished concrete footing/ foundations.
4. Where extra excavation for outside formwork or working space is specified or ordered prior to the start of bulk excavation for a structure, such excavation will be measured as part of the bulk excavation.
5. The permissible degree of accuracy for all excavations shall be of accuracy III (Table 6).

Table 6: Permissible Deviations (PD) for Excavations – Degree of Accuracy Class III		
Position on plan	PD in plan of any point measured from the nearest grid line.	± 50mm
Dimensions on plan	PD from the design dimensions	± 75mm
Footing level	PD in level of surface of excavation trimmed to receive concrete.	± 75mm
Level	PD from designated level with reference to the nearest transferred bench mark of any floor slab	± 20mm

6. After the topsoil has been removed, excavation shall be carried out first to any general levels to which the ground has to be reduced and after that to the depths indicated on the drawings or to such greater depths as may be ordered or approved to ensure satisfactory foundation levels.
7. The excavated surfaces for shall be trimmed to function as the formwork for the foundation walls and the causeway slab to the dimensions as indicated on the drawing.
8. Immediately before any permanent construction is commenced, the bottom of each excavation shall be cleaned of all loose material and soft material shall be rammed to the level as indicated on the drawings.
9. Should the Contractor excavate to dimensions in excess of those stipulated or permitted, he shall fill in the excess at his own expense in the manner specified or approved by the Engineer.
10. Topsoil shall be stockpiled temporarily and returned to be spread over the surrounding site.
11. The Contractor properly deals with and disposes of water to ensure that the works are kept sufficiently dry for their proper execution. His responsibility will be held to include the provision of adequate protection against flooding and damage by storm water, flow from springs, and seepage, and to include provision for the repair, at his expense, any of the damage to the works that may arise as a result of the inadequacy of the protection provided by him. Foundation and floor excavations shall be kept free from water at all times until they have been inspected and approved and the concrete have been cast.

2.2 | Setting out of the works (SABS 1200AH (1986) - (5.2))

1. The methods of setting out employed by the Contractor shall be such that they ensure positive control of the line and the level of all construction, and shall have been approved.
2. Pegs that have been placed by the Engineer and that are likely to be disturbed during construction shall be referenced by the Contractor and shall be carefully protected.
3. From the information given on the drawings, the Contractor shall calculate the position or level, or both, of all intermediate points required by him for the proper control of the Works.

4. Bench marks will be established to the same datum as that of the reduced levels shown on the drawings.
5. As these bench marks may be disturbed during the execution of the work, all setting-out pegs and marks shall be referred to at least two bench marks. Any discrepancy discovered between bench marks shall be referred immediately to the Engineer.

2.3 | Computation of quantities

1. Earthworks will be measured by volume once only, in excavation.
2. Measurements will be to finished shapes, sections and profiles as shown on the drawings or ordered, and no excavation outside the specified lines and levels will be included in the measurements unless such extra work has been done on the written instructions of the Engineer.
3. The volumes of material handled will be computed from plan dimensions and the total depth excavations. Volumes removed incidentally will be disregarded in excavation quantities but the volumes (computed from areas and depths) moved in excavation of stated depth of topsoil will be added to the scheduled "Remove topsoil" volume.

PPS EW 2.3 Scheduled items

Remove Topsoil and stockpile.....m³

The rate shall cover the cost of removing the topsoil to a depth of 150mm, together with such vegetation and small roots occur within the specified depth, and of stockpiling it on designated sites.

Excavate in all soft and intermediate materials (including site levelling) and use for floor slope preparation and backfill and dispose of excess as ordered..... m³

Separate items will be scheduled for each type of excavation and for each type or manner of disposal of excavated material. The rate shall cover the cost of excavation, basic selection, loading, transportation within the free haul distance of 500m, offloading, spreading or backfilling, watering, compacting, final grading, complying with the requirements for tolerances, and disposal of soil, all in accordance with the requirements given on the drawings.

Extra over for
> Hard rock excavation..... m³

The rate shall cover the additional cost of the operations enumerated in "Excavate in all materials and use for floor slope preparation and backfill and dispose of excess as ordered" above for any portion of the excavation that is classified as hard rock, boulder class A or boulder Class B, as applicable.

The unit of measuring the excavation will be in cubic meter when completed.
The rate tendered shall cover the cost for all excavations, handling and transporting of all materials, as specified on the drawings to include labour and hiring of plant.

PPS EW3: SUBGRADE FILLING AND COMPACTION

PPS EW3.1 | Methods & standards

1. Clay soil type to spread evenly in layers not more than 200mm thick, well compacted. In the dam construction around the culverts. G5 aggregate material to be applied for the top 150mm of the road crossing

2. The subgrade shall be compacted to **95% MOD AASHTO** density. A minimum of six positions shall be pointed out by the Engineer. The first passed test shall be paid from the provisional sum in the bill of quantities. Should the test fail, the contractor shall be liable for the re-compaction and the subsequent tests of the re-compacted materials until it meet the required compaction strength.
3. When in the opinion of the Engineer, the density of the ground under surface is not suitable, the surface shall be scarified to a depth of 150mm with a mechanical ripper or other approved equipment, watered and re-compacted.

CONCRETE, FORM WORK AND REINFORCEMENT

PPS C1: MATERIALS

1. CEMENT (only 32.5N or 42.5N Portland Cement may be used).
2. Cementitious binders shall be common cements that comply with SANS 50197-1.
3. Bags shall be clearly marked with the cement type. Bulk content delivery notes shall comply with SANS 50197-1.
4. Cement shall be stored in weatherproof conditions and in such a manner that the oldest cement is used first and, where stored in bulk, the cement drawn for use is measured by mass and not by volume.

Note 1: Cement shall be as far as is practicable, be stored in a dry, weather-proof, enclosed shed or building with a dry floor. Where it is necessary to store cement in the open, bags should be stacked on a wooden platform set on supports so that it is at least 100mm above the ground and covered with tarpaulin or plastic sheeting in a manner which ensures that the water runs off without wetting the bags.

Note 2: Bags should be stacked to a height that does not exceed 12 bags and arranged so that consignments can be used in the order of delivery. Cement which is stored in bags can lose about 30% of its potential strength after about four to six weeks, hence the need to rotate stacks in the order of first in, first out. If "old" cement is used, the mix should be richer (i.e. have a higher cement content). Cement which has lumps in it which cannot be easily crumbled to powder with the fingers should not be used.

PPS C2 AGGREGATES

1. SAND (FINE AGGREGATE):
The fine aggregate shall comply with the requirements of SABS Specification 1083. Other aggregates may be approved if they have a satisfactory history and/or test results.
Aggregate for concrete shall be stored separately to prevent contamination.
2. STONE (COARSE AGGREGATE):
The coarse aggregate shall comply with the requirements of SABS Specification 1083. The coarse aggregate shall have a nominal size of 13mm or 19mm as specified in the scope of work.
Aggregate for concrete shall be stored separately to prevent contamination.

PPS C3 CONCRETE

1. The strength given in the below shall be the minimum required at 28 days, unless otherwise specified.

2. Maximum concrete slumps acceptable for different types of construction concrete are as follows:

(a) Vibrated reinforced concrete	50 mm
(b) Unvibrated reinforced concrete	75 mm
(c) Mass concrete	75 mm

3. When so required by the Engineer, and whilst concreting is in progress, the consistency of the mixture shall be ascertained by means of the slump test as later described herein.

PPS C3.1 : CONCRETE STRENGTH

1. The Contractor shall be responsible for the design of strength concrete and for the measurement of the constituent materials to produce concrete that complies with the specified requirements.
2. The relevant Engineer will decide the class and grade designation of the concrete required for each part of the work and determines suitable limitations on the constituent materials and mix proportions in accordance with the said requirements.

(a) Trial mixes:

The Contractor must ensure that samples of the constituent materials of the concrete, together with evidence that they comply with the provisions, are supplied for approval in good time and provide the Engineer with—

- i) a statement from an approved independent laboratory of the results of tests, or
- ii) an authoritative and acceptable report, or record of the previous use of, and experience with, the material concerned.

3. The cement, types of aggregate and their origins may not be changed throughout the duration of the contract without giving prior notification to the Engineer who shall verify that the above requirements are complied with and that the important qualities of the concrete will not be impaired.

(b) Durability:

For each grade of concrete, the Engineer will, notwithstanding strength considerations, specify the cement/water ratio appropriate to the exposure conditions indicated in Table 5, SABS Specification 1200G, Sub clause 5.5.1.5.

(c) Consistency:

Unless otherwise indicated by the general workability of the concrete, method of transportation, conditions of placement or otherwise specified by the Engineer, the suggested slump values, for different mixes of concrete shall be as specified in Clause 3.4.

(d) Workability:

Ensure that the concrete is of such workability that it can be readily compacted into the corners of the formwork and around reinforcement without segregation of the materials and without excessive "bleeding" of free water at the surface.

PPS C3.2 : SLUMP TEST

1. The apparatus and the method of determination of the slump of freshly mixed concrete shall comply with SABS STM 862.

(a) Apparatus

- (i) A mould in the form of a frustum of a cone and having the following nominal internal dimensions:
 - Bottom diameter: 200 mm

- Top diameter: 100 mm
- Height: 300 mm

The mould shall be of a metal (other than brass or aluminium) of side thickness at least 1,6 mm and shall have a smooth internal surface. The mould shall have suitable base plate and handles to facilitate lifting it from the test specimen in a vertical direction.

- (ii) The tamping bar shall have a nominal diameter of 16 mm, a length of 600 mm and with sharp corner rounded off at one end.

(b) Procedure

The test shall be carried out in an area that is free from vibration and shocks. Ensure that the internal surfaces of the mould are free from set concrete and are clean and dry. Place the mould with the bottom on a smooth, horizontal, rigid, non-absorbent surface and hold the mold firmly in place while it is being filled as follows:

(i) Fill the mould in four layers, each thickness approximately one-quarter of the height of the mould. Tamp each layer with 25 strokes uniformly spaced over the cross-section of the mould. Tamp the bottom layer throughout its depth and ensure that when tamping the second and subsequent layers the strokes penetrate into the underlying layer.

(ii) After the top layer has been tamped, strike off the concrete level so that the mould is exactly filled. Clean off any concrete that may have leaked out between the mould and the supporting baseplate surface. Remove the mould from the concrete immediately by slowly and carefully raising it in a vertical direction. This will allow the concrete to subside.

2. Immediately measure the slump, to the nearest 5 mm, by determining the difference between the height of the mould and the height of the specimen. If a slump specimen collapses or shears off laterally regard the test as invalid, discard the result and repeat the test.

PPS C4: CONCRETE QUALITY

1. Should the engineer dispute concrete quality, the contractor shall at his own cost, prove to the satisfaction of the Engineer that the estimated actual strength be tested by taking from the structure (by an approved independent testing laboratory and determined in accordance with SABS STM 865) is not less than the specified strength. If the concrete fails to meet the strength criteria stipulated, the Engineer may at his sole discretion and in addition to the options listed in SABS Specification 1200G-

(a) accept the concrete subject to approved remedial measures being undertaken by the Contractor at his own cost; or

(b) permit the concrete to remain, subject to reduced payment for lower strength concrete.

2. Frequency of sampling (SANS 2001-CC1 (2007)- 5.1.3)

2.1. Subject to the requirements of 5.1.3.3, while concrete of a particular grade and in sufficient quantity is being placed under the same conditions, sets of samples of concrete (each sample being sufficient for three cubes, beams, cylinders or prisms, as relevant) shall be taken for each testing age.

2.2. Unless otherwise specified in the specification data, at least one set of samples of concrete shall be taken from each day's casting or from at least every 50 m³ of concrete of each grade placed, whichever represents the smallest quantity.

2.3. Only one sample (set of 2 cubes for 7 and 28 days strength determination) of concrete shall be drawn from any one batch of concrete and no sample of concrete shall be taken of any grade until at least three batches of such grade have been mixed and discharged.

2.4. Testing to be included under Provisional Sums in P&G's (A.3.11)

PPS C5 : PLACEMENT OF CONCRETE

1. It is essential that the supervisor who has charge of the construction of all concrete work, whether reinforced or not, shall be skilled in this class of work, and shall personally superintend the whole construction, paying special regard to—
 - (a) The quality, testing and mixing of the materials.
 - (b) The laying of the material in place and the thorough compaction of the concrete to ensure solidity and freedom from voids;
 - (c) The construction and removal of formwork; and
 - (d) The sizes and positions of the reinforcement.
3. Particular care shall be taken to work concrete against formwork and around reinforcement. Internal vibrators may be used with the approval of the Engineer but external vibrators which act only on the formwork will not be permitted.
4. Concrete to be reinforced shall be deposited in such quantities as will permit of it being properly compacted around the reinforcement.
5. The placing of concrete shall be completed within half-an-hour after mixing or within half-an-hour after agitating and within 2,5 hours after mixing in the case of ready mixed concrete. ***On no account shall concrete be incorporated into the work after it has attained its initial set.***
6. Care shall be taken to prevent, as far as possible, the formation of laitance or scum. Laitance is to be understood to mean the scum of strength-less and inert material which forms on the surface of concrete.
7. Concrete must not be dropped into position from a height greater than 2,5 m unless prior approval is obtained from the Engineer.
8. If an inclined chute is used for transporting concrete, it shall be of such slope as will ensure a continuous flow of concrete without the use of an excessive quantity of water and without segregation of the aggregates. The chute must be flushed out and properly cleaned before and after each working period. All waste from flushing shall be discharged outside the formwork.
9. In any concrete structure, each portion of a successive layer shall be placed as soon as the concrete below has been properly worked around rods and against formwork. Concreting shall be carried forward in irregular steps, that is to say, one layer shall not be completed over the whole section before the succeeding layer is commenced. Concreting of slabs and beams shall, as far as possible, be carried forward in one operation. When concreting has to be interrupted the concrete shall be left with a level, rough top surface with ends vertical. The concrete shall not be merely sloped down.
10. On resuming concreting, the old surface shall be roughened and all laitance thoroughly and carefully removed before any new concrete is deposited. This must be carried out by brushing the surface of the concrete while it is still green. Great care must be taken to avoid any weakness at the junction of old and new concrete, and the old surface shall be coated with a thin layer of cement and sand mortar, in the same proportions as that of the adjoining concrete.
11. While the concrete is setting it shall not be disturbed or shaken by traffic, either on the concrete itself or upon adjoining formwork.
12. No holes in concrete elements shall be patched or filled in without inspection, instruction and approval of the Engineer.

13. No concreting shall be carried out when the air temperature is below 4 °C when it is rising and 8°C when it is falling.
14. Before concreting is commenced the Contractor shall give the Engineer 24 hours' notice of his intention to do so. On sites further than 200 km from the Engineer, 48 hours' notice must be given.
15. Concrete surface beds, excluding heavy industrial floors etc. shall be Class C concrete and shall be laid in suitable size panels not exceeding 20 m² in area and with the length of any panel not exceeding 4,5 m.
16. Any finish applied to the surface of concrete floors, is to be understood as being additional to the thickness of the concrete described or shown on the drawings.

PPS C6: CURING OF CONCRETE

1. After the concrete has been placed, all exposed surfaces shall be kept continuously damp for at least 10 days by methods as may be approved by the Engineer, such as covering with approved building paper, or by means of wet canvas, wet sacks, wet sand, by continuous hosing or ponding with water.

PPS C7 : BUILDING ON CONCRETE FOOTINGS

1. No brickwork, stone walling or other structure shall be built on concrete footings until at least three days after placement of the concrete in the case of mass concrete footings and after seven days in the case of reinforced concrete footings or as may otherwise be directed by the Engineer.
2. No brickwork, stone walling or other structure shall be built on reinforced concrete beams or similar members until the formwork and all props or supports have been removed.

PPS C8 : SLIP JOINTS BETWEEN CONCRETE AND BRICKWORK

1. Slip joints shall be provided between brickwork and concrete foundation and beams by levelling up and troweling smooth the bearing surfaces of brickwork with 3:1 cement mortar and covering the bearings before the concrete is cast, with two layers of one side smooth tempered hardboard, with the smooth sides in contact.
2. The ends edges of concrete slabs shall be separated from the brickwork with 13 mm thick bitumen impregnated softboard or expanded polyethylene strips placed vertically against the brickwork before the concrete is cast.

PPS C9: MOVEMENT JOINTS

1. All movement joints are to be filled in with approved bitumen impregnated softboard or expanded polyethylene strip unless otherwise specified or detailed on drawings. Form similar movement joints where pathways adjoin structures. Descriptions (prices) of movement joints shall be deemed to include formwork.

PPS C10 : PRE-STRESSED CONCRETE CULVERTS

1. The concrete culverts must comply with the requirements of SANS 1504: 1990.
2. Minimum compressive strength: 35 MPa.
3. The culverts should always be bedded on mortar.
4. Brickforce to be used between **all** courses of brickwork below the foundation/water retaining walls.
5. Culverts to be placed/erected above the concrete slab. Alignment of the culverts to be insured and any gap on the sides to be compacted.

6. The Engineer to be informed plans to erect the Culverts before 24hrs.

PPS C11 : FORMWORK

1. Formwork shall include all shuttering, casing and centering of weaved material required for the laying and forming of concrete floors, slabs, walls, steps, piers, pilasters and any other concrete work requiring moulds or forms and shall embrace all cleats, battens, fillets, wedges, struts, trestles, braces, props, shores and other requirements of weaved material for keeping all in correct position. All materials used for formwork must be suitable and substantial and all joints must be tight enough to prevent leakage of liquid matrix.
2. All formwork must be designed by the Contractor and if requested to do so, he must submit fully detailed and dimensioned working drawings to the Engineer for checking purposes.
3. Acceptance of the proposals shall not relieve the Contractor of his responsibility for the safety and stability thereof nor for any loss or damage arising out of defective design, materials and/or workmanship.
4. The formwork must be so constructed that its partial removal can be carried out to the satisfaction of the Engineer and in such stages as are required by the working conditions. As far as possible, wedges and clamps must be used in preference to nails. All formwork in its various sections for floors, toe, etc. must be so arranged that the whole may be raised or lowered either independently or together with other sections by means of wedges or other approved methods.
5. Immediately before concreting is begun, the formwork in contact with the concrete must be thoroughly cleaned, wetted and kept damp whilst the concrete is being placed. Great care must be taken to keep the formwork wedged up to its correct height and this must be checked by taking levels immediately before concreting is commenced and immediately after it has been completed.
6. The minimum periods that the formwork to the various parts of the structure is to remain in position after concreting shall be 7 days. When determining the stripping time for formwork the weather shall be considered to be "normal" when the temperature is above 18 °C and "cold" when the temperature is between 5° and 10 °C, these being the average daily temperatures of the atmosphere adjacent to the concrete. When the average daily temperature lies between the above values for "normal" and "cold" weather the minimum period for stripping of formwork shall be determined by the Engineer.
7. Notwithstanding the above minimum periods, formwork may be struck immediately the concrete in the various parts of the structure has attained the crushing strengths required by the Engineer. The crushing strengths must be determined by proper tests, which shall be carried out by the Contractor.
8. No formwork of any nature whoever shall be struck, either after the elapse of the minimum periods stated in the above table or on the attainment of the required crushing strengths of the concrete, without the prior consent of the Engineer. Such consent will not absolve the Contractor of his responsibility for the safety of the structure.
9. In structures having either in whole or in part, two or more reinforced concrete floors, props shall be provided under the soffits of any beam or slab of any floor which is being used to support the formwork and wet concrete of the floor above, all to the approval of the Engineer. The props shall not be removed until the formwork supporting the concrete of the floor above has been struck.
10. Descriptions (prices) of formwork to soffits shall be deemed to include propping not exceeding 3,5 m high unless otherwise described. Descriptions (prices) of formwork to walls and foundations shall be deemed to be not exceeding 3,5 m high above bearing level unless otherwise described. Descriptions (prices) of formwork to soffits of solid slabs shall be deemed to be to slabs not exceeding 250 mm thick unless otherwise described.

PPS C12 : SMOOTH FORMWORK

1. Smooth formwork shall be any material approved by the Engineer which is to be used to leave concrete surfaces smooth when removed and where no other finish is to be applied.
2. Descriptions (prices) shall be deemed to include for rubbing off all projections at seams etc. after removal of the formwork, making good any defects with 2:1 cement mortar and leaving a smooth surface with all arises slightly rounded, all to the satisfaction of the Engineer.

PPS C13 : REINFORCING RODS

1. Mild steel shall comply with the requirements of SABS Specification 920, Type A or B.
2. High tensile steel shall comply with the requirements of SABS Specification 920, Type C or D.
3. Pre manufactured reinforcing sheet mesh shall comply with the relevant SABS codes, and shall be of the reference code as specified in the drawings.

PPS C14 : CONCRETE REINFORCEMENT

1. Applicable Specifications: SANS 282: 2011-Bending Dimensions and scheduling of steel reinforcement for concrete. SANS 10144: 1995 Code of Practice for Detailing of Steel Reinforcement for concrete.
2. Rod reinforcement: Bending and hooking of rods shall be done in accordance with SABS Specification 82. Rods shall be bent cold in an effective bending machine, or properly designed rod-bender using a steady pressure and not by hammering.
3. Diameters, lengths and positions of rods as shown on the drawings must be strictly adhered to. Joints in rods in beams, stairs, etc. will be permitted only where shown on drawings.
4. Before being placed in position, the rods shall be thoroughly cleaned of all grease, dirt, bituminous material, scale and loose rust.
5. All distribution rods shall be straight and shall extend at least 150 mm into other support.
6. Unless otherwise shown on the drawings, all joints in reinforcing rods shall be lapped 40 times the diameter of the rod. The laps shall be securely tied with 1,25 mm diameter annealed mild steel binding wire.
7. Reinforcement in slabs shall be tied at alternate intersections in a diamond pattern, unless circumstances demand every intersection.
8. Great care must be taken to retain the reinforcement in its correct position during the entire period of concreting. Blocks of fine concrete, size approximately 40 x 40 mm, or plastic spacers, shall be provided on the formwork to soffits of beams to ensure that the rods are retained in position and then the correct concrete covering to the main reinforcing rods is provided. The blocks shall be of thickness required and shall be placed under the main reinforcing rods at approximately 600 mm centres.
9. Stools are to be placed on the bottom layer of reinforcement, securely retained in position and with correct concrete cover as specified. Cradles are to be securely wired to the slab reinforcement with binding wire. Beam rods in different layers shall be separated by means of steel spacer bars of suitable diameters and lengths.
10. Double mats in concrete walls shall be kept in their respective positions by means of suitable steel clips. Recommended spacing of supports for vertical bars in walls:
 - 1 000 mm centres in both directions for bars up to 12 mm diameter,
 - 1 500 mm centres in both directions for bars of 16 mm diameter and over.

Supports can be spaced more closely by the design Engineer, depending upon the circumstances.

11. All stirrups shall be properly fastened to the rods so as to retain their relative positions during the entire period of concreting.
12. Welding of main rods will not be permitted unless approval has been given by the Engineer. Spot welding in line of wiring may be used to secure rods and stirrups in position.
13. The concrete covering the main reinforcement, unless otherwise specified, shall not be less 50mm.
14. Depending on the condition of exposure and fire resistance requirements, concrete cover can be varied by the design engineer but in no case shall the concrete cover be less than the diameter of the rod to be covered.
15. The cover shall be measured from the face of the concrete to the outside of main reinforcement nearest the face of the concrete, and shall exclude plaster and similar finishing materials.
16. The cover blocks, spacers, bars and stools or chairs are to be placed and/or wired in position by the steel fixer.
17. Welded steel fabric shall comply with the relevant requirements of SABS 1024.
18. Steel shall be stacked off the ground as to prevent distortion, and shall be protected from aggressive environments and contamination.
19. Foundation specifications

Strip footing to be Class C concrete and surface finishes as per drawing (min U2 finish): **20MPa/19mm**, 1 : 2½ : 3½ mix, slump to SABS 1200GA (5.4.1.2). All foundations are to be properly cured for a minimum period of seven days by keeping moist and covered over this time or by applying a concrete curing compound (applied as per manufacturer's specifications). Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.

Strip footing to be reinforced with 6 x Y12 rods throughout all foundations tied to base reinforcing and suitably tied together with stirrups (R6 @ 600mm CTC with a minimum cover of 40mm) to shape code 60 with dimensions of (see Figure 2A):

Standards used:

SANS 282: 2011 - Bending dimensions and scheduling

SANS 920: 2005 - Steel bars for concrete reinforcement



A) Shape code 60 for R6 stirrups

Culvert base foundation: A = 150mm | B = 600mm

Cause way foundation: A = 750mm | B = 600mm

Figure 2 – Bending schedule for strip foundation reinforcement.

24. Slab reinforcing

Ref 395 fabric mesh is required for the slab, base of the culvert and the cause way slab floor..

PPS C17 : MEASUREMENT AND PAYMENT

tem

Unit

PPS C17.1 Mass concrete foundations (20MPa)m³

The unit of measurement shall be in cubic meter. The tender rate shall include full compensation for the design of concrete mixes, testing of concrete and materials, supply, delivery, handling and storage of all materials, mixing, placement, shaping, floating, curing, and striking, of all components.

PPS C17.2 Mass Culvert floor and Causeway slab (25MPa) m³

The unit of measurement shall be in cubic meter. The tender rate shall include full compensation for the design of concrete mixes, testing of concrete and materials, supply, delivery, handling and storage of all materials, mixing, placement, shaping, floating, curing, and striking, of all components.

PPS C17.3 Pre-stressed concrete CulvertsNo.

The unit of measurement shall be in number of culverts as specified in drawings and bill of quantities.

The tender rate shall cover the full cost of supply, delivery storage and placing of culverts according to drawings and specifications.

PPS C17.4 Reinforced concrete slab (25MPa) m³

The unit of measurement shall be in cubic meter. The tender rate shall include full compensation for the design of concrete mixes, testing of concrete and materials, supply, delivery, handling and storage of all materials, mixing, placement, working and packing around reinforcement, shaping, floating, curing, and striking, of all components.

PPS C17.5 Steel reinforcement Sum

The unit of measurement will be a total sum. The tender rate shall include the supply, delivery and storage of all material. The rate shall include cutting, bending, waste, binding, and binding materials, and placing of all reinforcing elements as specified in drawings and specifications.

PPS C17.6 Concrete cube testing.....No. of sets tested

The unit of measurement will be the number of sets tested. The tender rate shall include the cube preparation, transport costs and lab fees, as well as the test report..

PPS Formwork.....m² C17.10

The unit of measurement will be in square meter. The tender rate shall include the supply, delivery and storage of all material. The rate shall include cutting, placing and supporting of all formwork.

PPS C15 : CULVERTS

Rectangular Culverts to be supplied and installed according to the manufacturer's recommendations.

When handling any concrete products, it is important to remember that, as concrete is a heavy and somewhat brittle material, bumps or shock loads of any description are liable to damage the product. This applies particularly to sharp edges.

When offloading the products on site, the equipment must not damage the products. Portal Culverts have lifting holes cast either in the leg of the product, or in the deck, which can be used to handle the product. A sling with lifting eye and spreader bar must be used in this application. When placing the product on the ground, it is important to note that no portion of the culvert may be suspended in the air.

During the installation, the trench or excavation must be prepared to the Site Engineers specification. The base must be lined up and cast well before the installation process, so that it can be of adequate streng

ANNEXURE A

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION ROAD CROSSINGS AT SHAZINI FARM, UMGUNGUNDLOVU DISTRICT

PRICING SCHEDULE FOR THE CONSTRUCTION ROAD CROSSINGS AT SHAZINI FARM
SCHEME PAGE-1

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A PRELIMINARY & GENERAL¹						
A .1	8.3	FIXED-CHARGE ITEMS				
A .1.1	8.3.1	Contractual Requirements	Sum	1		R
A.1.2	8.3.2	Establish Facilities on the Site :				
		a) Facilities for Contractor				
A.1.2.1		Offices and storage sheds	Sum	1		R
A.1.2.2		Ablution and latrine facilities	Sum	1		R
A.1.2.3		Water supplies, electric power and communications	Sum	1		R
A.1.2.4		Plant, Tools and equipment (The use of a crane if required for the offloading of the culverts)	Sum	1		R
A.1.2.5	8.3.3	b) Other fixed-charge obligations (Please specify): _____ _____	Sum	1		R
A.1.2.6	8.3.4	c) Removal of Engineer's and Contractor's Site establishment on completion	Sum	1		R
	PAM	OCCUPATIONAL HEALTH & SAFETY ACT				
A.1.2.7	PAM 8.2.1	All costs and obligations to comply with the OHS Act Construction Regulations	Sum	1		R
TOTAL (Forward to Summary page) >>						R
¹ Contractor to submit only values for those items he/she will actually use for this particular contract. Priced items that are not used will <u>not</u> be paid for.						

PRICING SCHEDULE FOR THE CONSTRUCTION ROAD CROSSINGS AT SHAZINI FARM
SCHEME – PAGE 2

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A PRELIMINARY & GENERAL (CTD)¹						
A.2	8.4	TIME-RELATED ITEMS				
A.2.1	8.4.1	Contractual Requirements	Sum	1		R
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Contractor for duration of construction, except where otherwise stated				
A.2.2		Offices and storage sheds	Sum	1		R
A.2.3		Ablution and latrine facilities	Sum	1		R
A.2.4		Plant, Tools and equipment	Sum	1		R
A.2.5		Water supplies, electric power and	Sum	1		R
A.2.7	8.4.4	Company and head office overhead costs	Sum	1		R
A.2.8	8.4.5	Other time-related obligations	Sum	1		R
	PAM	OCCUPATIONAL HEALTH & SAFETY ACT				
A.2.9	PAM 8.2.2	Time related obligations to comply with the OHS Act Construction Regulations	Sum	1		R
A.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
	8.5	For work to be done by Contractor				
A.3.1		a) Allow for provisional sum for repairs to damaged services which could have been reasonably foreseen	Prov. Sum	1		R 5,000.00
A.3.2		b) Overheads, charges and profit on item A.3.1. Percentage tendered >>:%	%	1		R
¹ Contractor to submit only values for those items he/she will actually use for this particular contract. Priced items that are not used will not be paid for.						

Total Carried Forward To Summary Page>>	R
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PRICING SCHEDULE FOR THE CONSTRUCTION ROAD CROSSINGS AT SHAZINI FARM
SCHEME – PAGE 3

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	8.5	For work done by Nominated Sub-Contractor				
	8.7	Dayworks				
A.3.7		<u>Plant</u> Designated plant and labour for designated operations or plant for use during stated periods. Applicable only to specifically identified plant, for example, excavator, manual or hydraulic rock breaking machine. Concrete vibrating machine e.t.c	Prov. Sum	1	1	R 35,000.00
B.1	PPS ES	Excavate and Remove silt/Deposited soil and debris				
B.1.1	PPS 2.1	Excavate and transport silt \from the dam basin and broken road sections to ±500m (free haul distance)	m³	700		
B.2	PPS FW	Excavate Foundation for Culverts and causeway Crossings				
B.2.1	PPS 2.1	Excavate Culvert foundation trench 20m long X 0.7m wide X 0.4m deep (2-	m³	11		
B.2.1	PPS 2.1	Excavate and shape crossing side slopes	m³	130		
B.2.1	PPS 2.1	Excavate Causeway Foundation trench 60m long X 0.7m wide X 1m deep	m³	42		
B.2.1	PPS 2.1	Excavate Causeway slab 30m long X 5m wide X 0.3m deep	m³	45		
B..2.2	PPS 2.2	Hard rock Excavation	Sum	1		
B3		Imported Materials Selected clay for the reconstruction of the dam wall and G5 material to apply 150mm at the crest of the road/crossings				
B.3.1	PPS 3.1	Selected clay (to be compacted at the dam wall and the sides of the culverts)	m³	80		
B.3.2	PPS 3.2	G5 Material t be compacted the road finishing	m³	10		
Total Carried Forward To Summary >>					R	

PRICING SCHEDULE FOR THE CONSTRUCTION ROAD CROSSINGS AT SHAZINI FARM
SCHEME – PAGE 4

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B.3	PPS SR	Steel Reinforcement				
B.3.1		Supply and Install Ref 395 Mesh for the base slab of Calvert crossing & Causeway slab: 6m X2.4m 200 X 200 X 8 mm sheets	no	24		
B.3.2		Supply and Install Ref 193 Mesh for the Spillway: 6m X 2.4m 200 X 200 X 6 mm sheets	no	3		
B.3.3		Supply and install Y12 Reinforcement bars in 6m length	no	140		
B.3.4		Rebar: R6 stirrups . Shape code 60. See PPS C15 (25) (A=750mm, B=600mm)	no	94		
B.3.5	PPS 3.	Rebar: R6 stirrups . Shape code 60. See PPS C15 (25) (A=150mm, B=600mm)	no	200		
C	PPS C	CONCRETE, FORM WORK & REINFORCEMENT				
		REINFORCED CONCRETE				
C1	PPS RC	<i>Concrete Class 20MPa/19mm Concrete foundation</i>				
C 1.1		Ready /pre-Mix Concrete : strip foundation 0.3m X 0.7m	m³	6		
C 1.2		Ready/pre- Mix Cpncrete : strip foundation 1m X 0.7m	m³	42		
C2		<i>Concrete Class 25MPa/19mm Concrete slab for the cause way and culvert platforms</i>				
C 2.1		Ready/pre- Mix Concrete for culvert 200mm Concrete base and 100mm Top slab	m³	14		
C 2.2		Ready/Pre- Mix Concrete form Causeway slab 300mm reinforced concrete	m³	72		

Total Carried Forward To Summary >>

R

PRICING SCHEDULE FOR THE CONSTRUCTION ROAD CROSSINGS AT SHAZINI FARM
SCHEME – PAGE 5

ITEM #	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C 3	PPS RC	FORMWORK (PPC 12 &13)				
C 3.1		<i>Class F1 formwork</i> For slab edge. Height of formwork: 300mm	m ²	20.4		
C 3.2		<i>Class F1 formwork</i> For slab edge. Height of formwork: 200mm	m ²	4		
C 3.4		<i>Class F1 formwork</i> For slab edge. Height of formwork: 100mm	m ²	4		
C 4		MOVEMENT JOINTS, ETC				
C 4.1		<i>Expansion joints with 12mm bitumen impregnated soft board-</i> for the causeway slab	m	40		
D 1	PPS MS	MASONRY				
		Brick Work : double brick wall in the culvert crossing/dam wall. 7m long X 1m High double brick wall as a water retaining structure.				
D 1.1		Face Brickwork (Class FBX) in class II mortar Approximate number of Bricks 800	m ²	8		
E 1		CULVERTS : Rectangular Portal Culverts: Culverts to withstand loads according to SANS 986				
E 1.1		Crossing 1: Culvert size 2.4m wide X 1.2m High X 1.22 D	N0	4		
E 1.2		Crossing 2: Culvert Size 2.4m Wide X 2.4m High X 1.22D	no	4		
E 1.3		Construction of Head walls with standard bricks around the Road Crossing	sum	1		
F 1		PIPES AND CONTROL VALVE				
F 1.1		Supply and Install 250mm Ø HDPE and Anchored concrete block	m	12		

F 1.2		Supply and install 250mm Ø control valve	no	1		
Total Carried Forward To Summary >>					R	

**RICING SCHEDULE FOR THE CONSTRUCTION OF A MODULAR VETERINARY CLINIC
AND ANCILLARY WORKS IN MHLUMAYO – PAGE 6**

SUMMARY OF SECTIONS

[illegible]

ANNEXURE B**ADDITIONAL INFORMATION**

Please indicate your experience and expertise by completing the table.

No	Name of project + Period	Project description & Value	Name and contact number of referee
1			
2			
3			
4			
5			

Please list which parts of the works will be sub-contracted.

NO.	ASSOCIATED WORKS	SUB-CONTRACTED? YES/NO	NAME & CONTACT DETAILS OF SPECIALIST SUPPLIER
1	SUPPLY & INSTALLATION OF CULVERTS		
2	DAM SCOOPING		
3	CONSTRUCTION OF CAUSEWAY		
4			
5			
6			
6			
7			
8			
	OTHER (PLEASE SPECIFY)		
9		YES	
10		YES	
<p>* For works marked with an * the subcontracting is mandatory if the service provider is not a specialist in this field.</p>			

62. BID EVALUATION CRITERIA

62.1 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.

62.2 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.

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

- 62.3.1 Central Suppliers Database registration number;
- 62.3.2 Proof of valid and active CIDB 2CE registration;
- 62.3.3 Certified Copies of the Identity documents for company members/service providers;
- 62.3.4 A certified copy of a valid BBBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BBBEE;
- 62.3.5 Documentary proof of bidder being an EME (e.g. Financial Statement);
- 62.3.6 Annexure B must be completed
- 62.3.7 Documentary proof of bidder's experience in support of Annexure B
- 62.3.8 Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument.

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

62.4 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.

62.5 Functionality evaluation criteria for this project are as follows:

(SEE NEXT PAGE) >>

	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence	Bidder's Score
1.	Bidder's experience in construction of concrete works 1 – 2 projects = 20 points 3 – 5 projects = 30 points > 5 projects = 40 points	40	Documentary proof of experience Completion Certificates	
2.	Financial Capacity <i>Total Credit Facility (with financial institution and/or manufacturer of Modular Buildings requirements)</i> R 100,000 - ≤ R 350,000 = 10 points R 350,001 - ≤ R 600, 000 = 20 points R 600 001 - ≤ 1.0m = 30 points >R1.0m = 35 points	35	Evidence of credit facility with manufacture, AND/OR Registered Financial Institution AND/OR Evidence of access to any legal funding instrument	
3.	Proof of Physical address <i>Office of Bidder outside borders of KZN 15 pts</i> <i>Office of Bidder within borders of KZN = 25 pts</i>	25	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address	
	TOTAL	100		
	<i>Minimum Functionality Threshold:</i>	70		