



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

**QUOTATION No: R/S/2223/1555**

**DESCRIPTION OF SERVICE:**

**REHABILITATION OF MUKE DIP TANK AT UMKHAMBATHINI LOCAL MUNICIPALITY UNDER  
UMGUNGUNDLOVU DISTRICT MUNICIPALITY**

**NAME OF BIDDER:** \_\_\_\_\_

**Mandatory Requirements**

1. BBBEE level 1 (as per the provision of section 4(1) (a) of the PPPFA Regulations ,2017; and
2. An EME (as per the provisions of section 4(1)(b) of the PPPFA Regularions,2017
3. Only local content produced or manufactured products and components for construction (100%) will be accepted.
4. CIDB grading 2CE.

**Compulsory briefing session**

Venue	Umkhambathini local municipality, Mid Illovo area approximately 46.4 KM from Camperdown Site coordinates : 30.0576°S, 30.57371°E
Date	07 September 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, 01 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200.

Tel: (033) 355 9699 before 11:00 am on the closing date: **16 September 2022**

**Issued by:**

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

## ANNEXURE A

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

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

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

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

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	Rehabilitation of Muke Diptank at Umkhambathini Local Municipality	1				
2.						
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
<b>TOTAL</b>						
<b>*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT</b>						
<b>TOTAL PRICE</b>						
<b>CIDB Grading (if applicable)</b>						

**For Enquiry only**

**END-USER NAME** : Nhlanhla Ngcamu  
**TELEPHONE NUMBER** : 076 938 6185  
**E-MAIL ADDRESS** : nhlanhla.ngcamu@kzndard.gov.za  
**PROPOSED DELIVERY DATE** : 31 Septembe 2022  
**DELIVERY ADDRESS** : Muke Diptank Project  
**LOCAL MUNICIPALITY** : uMkhambathini Local Municipality  
**DISTRICT** : Umgungundlovu District

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

COMPANY STAMP

PRICES ARE VALID FOR

 Mark one Box (X)
 

30
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60
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90
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 DAYS

SIGNATURE.....

DATE.....

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	R/S/2223/1555	CLOSING DATE:	16 September 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	REHABILITATION OF MUKE DIP TANK AT UMKHAMBATHINI LOCAL MUNICIPALITY UNDER UMGUNGUNDLOVU DISTRICT OFFICE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Bid must be deposited in the Bid box situated at Department of Agriculture and Rural Development					
Supply Chain Management					
1 Cedara Road					
Cedara, 3200					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr Mandla Sithole		CONTACT PERSON	Mr Nhlanhla Ngcamu	
TELEPHONE NUMBER	033 - 355 9699 Ext 9369		TELEPHONE NUMBER	076 938 6185	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Mandla.sithole@kzndard.gov.za		E-MAIL ADDRESS	Nhlanhla.ngcamu@kzndard.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

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

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bid

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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.





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

Where

- Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmax = Price of highest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

5.1 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

**6. BID DECLARATION**

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

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

7.1 B-BBEE Status Level of Contributor: . . . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of

this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p>
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## 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, 2017, 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 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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) on the date of advertisement of the bid as indicated in paragraph 3.1 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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. 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>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 3.1. 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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. 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.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (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 3.1 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 3.1 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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_







# Annex E

SATS 1286.2011

## Local Content Declaration - Supporting Schedule to Annex C

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

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			

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

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

\_\_\_\_\_

Date: \_\_\_\_\_

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
- - -	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
	.....
2	.....

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-             <ul style="list-style-type: none"> <li>I. before 27 April 1994; or</li> <li>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ul> </li> </ul>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>

3. I hereby declare under Oath that:

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

<b>Stamp</b>

\_\_\_\_\_  
Signature of Commissioner of Oaths



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

**APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE MUKE DIPTANK AT  
UMKHAMBATHINI LOCAL MUNICIPALITY UNDER UMGUNGUNDLOVU DISTRICT  
MUNICIPALITY**

**AUGUST 2022**





**APPOINTMENT OF A SERVICE PROVIDER FOR THE REHABILITATION  
OF MUKE DIPTANK AT UMKHAMBATHINI LOCAL  
MUNICIPALITY|UMGUNGUNDLOVU DISTRICT MUNICIPALITY**

<b>TABLE OF CONTENTS PROJECT TECHNICAL SECTION</b>			
<b>No.</b>	<b>Section</b>	<b>Pages</b>	<b>Read/ Complete</b>
1	Table of Contents		Read
2	Terms of Reference		Read
3	Special Terms & Conditions		Read
4	Standard Technical Specifications		Read
5	LIST OF ANNEXURES		Read
6	ANNEXURE A: LOCALITY MAP		Read
7	ANNEXURE B: SUMMARY OF SCHEDULES		RETURNABLE
8	ANNEXURE C: BILL OF QUANTITIES		RETURNABLE
9	ANNEXURE D: CONTRACTOR'S HEALTH & SAFETY DECLARATION		RETURNABLE
10	ANNEXURE E: ADDITIONAL INFORMATION-EXPIRIENCE		RETURNABLE
11	ANNEXURE F: DRAWINGS		RETURNABLE



## DISCLAIMER

### [1] COMPLETENESS OF THE DOCUMENT

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

### [2] APPLICABLE STANDARDS

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

### [3] CONTRACT DOCUMENTS

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

3.2 In addition, the attached drawing (See Annexure F - List of Drawings), as well as the Special Conditions and Project Particular Specifications (PPS) and these Terms of Reference are deemed to be part of the contract documentation.

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

### [4] INVOLVEMENT OF ENGINEERING STAFF

The Engineering Services Directorate (ESD) takes no responsibility for Diptanks constructed on the basis of this document alone 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. 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.
- c. Supply to the contractor by ESD of at least A3 - size plans. The drawings supplied with this document are for quoting/bidding purposes only and no construction should take place before the contractor has received the bigger sized construction plans.



## TERMS OF REFERENCE

### 1. BACKGROUND

- 1.1. The Department of Agriculture and Rural Development sought a project of rehabilitation of Muke diptank located at Mkhambathini Local Municipality under the District of UMgungundlovu. The department has responded to the outcry of the beneficiaries on the condition of their old diptank that something has to be done. The beneficiaries find it to be difficult to utilize the diptank as it is in poor condition that needed Department's intervention. The diptank is going to be rehabilitated to bring it into a better condition for utilization.

### 2. SCOPE OF SERVICES

- 2.1. The contract covers the supply of all materials, installation of pole works, construction of plunge tank and erection of the fence line.
- 2.2. General scope of works;
  - 2.2.1. Site establishment;
  - 2.2.2. Remove all the old existing poles and erect the new ones for holding pan, by-pass, and dry-race. All the pole work must be backfilled and compacted with soil-Crete for up to 50% of the pole hole and followed by another 50% of concrete.
  - 2.2.3. Site clearance and de-bushing as instructed by the engineer or responsible person.
  - 2.2.4. Earthwork: Excavate by-pass and compact it to 93% Mod-AASHTO.
  - 2.2.5. Supply and deliver all materials listed on the Bill of Quantities to the project site.
  - 2.2.6. Install the fence line as instructed by the project responsible engineer.
  - 2.2.7. Contractor to compile the weekly progress report to the engineer or responsible person detailing the actual completed work and verified against the approved updated programme of works.

### 3. PROJECT LOCATION

- 3.1. The site is located at uMkhambathini Local Municipality under UMgungundlovu District Municipality, at Mid Illovo area approximately 46.4km from Camperdown
- 3.2. Site coordinates: 30.0576°S, 30.57371°E

See ANNEXURE A: Locality Map



## 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 as attached as the annexure.

### 6. BBBEE CERTIFICATE

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

### 7. CHANGE OF ADDRESS

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

### 8. COMPETENCY OF THE SERVICE PROVIDER

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

- 8.2. For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.



8.3. It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

## **9. COMPULSORY SITE BRIEFING**

9.1 A compulsory site-briefing meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

## **10. COUNTER OFFERS**

10.1 Counter offers shall not be considered.

## **11. DELIVERY CONDITIONS**

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

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

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

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

11.5 All invoices submitted must be original.

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

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

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

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

In Dip tank construction.

12.1.1. Date of commencement of contract/s;

12.1.2. Value per contract; and

12.1.3. Contract details, which includes with whom held, phone number and Address/s of the companies.

## **13. ENTERING OF DEPARTMENTAL OFFICES**

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



## **14. EQUAL BIDS**

- 14.1 If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for BBBEE.
- 14.2 If functionality is part of the evaluation process and two or more bidders score equal total points and equal preference points for BBBEE, the contract must be awarded to the bidder that scored the highest points for functionality.
- 14.3 If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

## **15. INVOICES**

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

## **16. IRREGULARITIES**

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

## **17. JOINT VENTURES**

- 17.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 17.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.





- 17.3 The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 17.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 17.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 17.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

## **18. LATE BIDS**

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

## **19. NOTIFICATION OF AWARD OF BID**

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

## **20. PAYMENT FOR SUPPLIES AND SERVICES**

- 20.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 20.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 20.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
- 20.3.1 Contact must be made with the officer-in-charge of the District office;
- 20.3.2 If there is no response from the District office, the Director: Finance must be contacted;



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

## **21. PERIOD OF CONTRACT**

21.1 The contract is ad hoc / once off. To be implemented in four (4) calendar months effective from the site handing over date to the contractor.

## **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)

22.1.3 CIDB 2CE Minimum.

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

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

## **23. QUALITY CONTROL/ TESTING OF PRODUCTS**

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

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

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

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

## **24. ORDER OF PRECEDENCE**

24.1 This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the *Treasury Regulations* and





shall be subject to the provisions of the *National Treasury Government Procurement General Conditions of Contract* (July

2010). The *Special Terms and Conditions* are supplementary to that of the *General Conditions of Contract*. Where, however, the *Special Terms and Conditions* are in conflict with the *General Conditions of Contract*, the *Special Terms and Conditions* shall prevail.

## **25. SUPPLIERS DATABASE REGISTRATION**

25.1 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

25.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB: If a bidder is found to be employed by the State and is on the Central Suppliers database, the bidder shall be disqualified.**

## **26. TAX AND DUTIES**

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

## **27. TAX COMPLIANCE PIN**

27.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

27.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

## **28. UNSATISFACTORY PERFORMANCE**

28.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

28.2 The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).

28.3 If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -



28.3.1 To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,

28.3.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.

28.3.3 To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.

28.4 In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

28.5 When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

### **29. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

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

### **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 Specifications (PSS)* as listed in this bid document, together with the *Drawings*, 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. The site handover will be the official start of the construction period, and the work will have to be completed within the period stipulated in clause 59 ("Completion period and rate of progress")

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

### **38. SECURITY & RISK**

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

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

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



#### **40. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.**

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

#### **41. DAMAGE TO PROPERTY**

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

41.2 The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

#### **42. UNDERGROUND CABLES AND PIPES**

42.1 If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.

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

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

#### **43. DAILY RAINFALL RECORDS**

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

#### **44. INSPECTION OF WORK**

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

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

#### **45. NOTICE OF COVERING WORK**





- 45.1 The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 45.2 If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

#### **46. SUB-CONTRACTED WORK**

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

#### **47. INSURANCE**

- 47.1 All accepted approved contractors would be required to provide the following insurances for the project awarded to them:
- 47.1.1 Insurance against damage, destruction or loss to 50% of the value of the contract.
- 47.1.2 Public Liability insurance.
- 47.1.3 All risks (works) policy and Political.

#### **48. PROTECTION OF THE PUBLIC**

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

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



- 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.

#### **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. If he/she does not bid on all items, his/her bid will be rejected.
- 52.2. All bid/quoted prices for separate 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.

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, the Engineer shall give notice to the contractor explaining the disputed item and request for re-measurement.

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

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

### 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.





## **56. RETENTION**

56.1. A 10% retention will be withheld on payment for 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 practical 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. Such approval must be in line with SCM Delegations.

## **59. PERIOD OF COMPLETION & RATE OF PROGRESS**

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

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 (1) 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 the costs as far they exceed 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 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.

61.1. This bid document carries a minimum threshold for local content as follows.

61.1.1. Wire products (All fencing products) 100%

61.1.2. CCA treated/Creosoted poles 100%

61.1.3. Cement 100%

61.2. 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.

61.3. 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.



61.4. The Department of Trade and Industry latest list of designated sectors can be accessed on [http://www.dti.gov.za/industrial\\_development/ip.jsp](http://www.dti.gov.za/industrial_development/ip.jsp)

## **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 (minimum)** registration where applicable;

62.3.3 Certified Copies of the Identity documents for company members/service providers;

62.3.4 Documentary proof of bidder being an EME ( e.g. Financial Statement) ;

62.3.5 Documentary proof of bidder's experience in support of Annexure E

62.3.6 Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument.

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

62.3.8 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.

## **63. FUNCTIONALITY EVALUATION**

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

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

63.3 Submission of a methodology proposal. The proposal includes a sound implementation plan with detailed on reporting structures and comprehensive schedule of works. The proposal provides an indication of the service provider's level of understanding of the project.

63.4 The evaluation criteria are as in Table 1 below

**EVALUATION OF BIDS (FUNCTIONALITY) FOR THE REHABILITATION OF MUKE DIPTANK**

	<b>FUNCTIONALITY CRITERIA</b>	<b>EVALUATION</b>	<b>Max Points</b>	<b>Evidence</b>	<b>Bidders Score</b>
1.	<p><b>Bidder's experience in the construction of diptanks, timber works, reinforced concrete works</b></p> <p>1-2 projects = 10 points 3-4 projects = 20 points 5 or more projects = 25 points</p> <p>Each project will be allocated 5 points with maximum of 25</p>		<b>25</b>	Completion Certificate (Works or other) In support of <b>Annexure E</b>	
2.	<p><b>Site Manager/Supervisor</b></p> <p>List of specific projects supervised and completed with the traceable references</p> <p>1-project of a value at least R 250 000 = 15 points, 2- projects of accumulative value of at least R 350 000 = 20 points and 3 or more- projects of accumulative value of more than R 500 000 = 25 points.</p>		<b>25</b>	CV with traceable references	
3.	<p>Detailed implementation plan indicating timeframe for each activity required (activities to include trenching, material sourcing etc.) for a period of three months</p>		<b>15</b>	Detailed implementation plan of the project	
4.	<p>Access to a transportation facility/ Light Delivery Vehicle (LDV)/ Truck</p>		<b>15</b>	Letter of commitment from fleet company or Documentary proof of transport or transportation facility (Log books/ letter of agreement supported by Log book)	
5.	<p><b>Proof of Physical address</b></p> <p>5.1 Office of Bidder within borders of Mkhambathini Local Municipality = 20 points 5.2 Office of Bidder within borders of KZN = 10 pts.</p>		<b>20</b>	Confirmation from Councilor, Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address	



	5.3 Office of Bidder outside borders of KZN = 5 pts.			
	<b>TOTAL</b>	<b>100</b>		
	<b>Minimum Functionality Threshold</b>	<b>70%</b>		



## STANDARD TECHNICAL SPECIFICATIONS

### 1. PRELIMINARIES & GENERAL

- 1.1 The contractor is to note that all insurances (UIF, workmen compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

### 2. DIPTANK AND HANDLING FACILITY

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

### 3. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

- 3.1. For the purpose of this Contract the relevant SANS specifications shall apply - specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here:

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

3.1.1.1. Materials: SABS 1200 AA (3);

3.1.1.2. Testing: SABS 1200 AA (7);

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

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

3.1.3.1. Materials SABS 1200 GA (3)

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

3.1.4. **Testing: SABS 1200 GA (7)**

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

### 4. APPLICABLE STANDARDS: EARTHWORKS AND SITE PREPARATION

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

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

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





#### 4.1.1.2 Setting out of works: SABS 1200 AA (5.1.1)

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

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

#### **STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES INDEX**

- 1 EARTHWORKS
- 2 CONCRETE, FORMWORK AND REINFORCEMENT
- 3 WATERPROOFING
- 4 SCREEDING AND PLASTERING

### 6. MATERIALS AND CONSTRUCTION

- 6.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as poles, barbed wire, wire staples, binding wire, tying wire, Cement, and reinforcement steel etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations
- 6.2. Steel shuttering must be used except for the bottom 1300 mm where steel shuttering is unable to accommodate the inside shape of the tank. Only a maximum of 500 mm of casting will be allowed and a minimum of 3 days will be allowed for curing before shuttering can be removed. Adequate support must be provided for shuttering to prevent bulking, twisting and bulging.

### 7. STANDARD CONCRETE MIXES

- 7.1 Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m<sup>3</sup>.
- 7.2 Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water: cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m<sup>3</sup> of concrete is required for an average quality sand and optimum quantity 19mm stone.
- 7.3 Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in the cement table for prescribed mixing ratio

### 8. FINISHES TO IN-SITU CONCRETE

#### 8.1 Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides



set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

### **8.2 Class U2 Wood Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screed finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

### **8.3 Class U3 Coarse Brush Surface Finish**

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

### **8.4 Class U4 Steel Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

## **9. SAFETY**

- 9.1 One 5 kg ozone friendly fire extinguisher and 1 fully fitted first aid box is to be provided in the facility.
- 9.2 All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing, sound scaffolding, false work and bracing, ladders etc... all equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate .
- 9.3 Refer to general conditions for site safety, site operation requiring special attention include but not limited to:
  - Equipment, machinery, tools: (stationary or mobile) such as vehicles ,generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safety and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
  - Lifting and lowering of materials or personnel in a way whatsoever.
  - Personnel access and operations at raised levels or on raised platforms or scaffolding.





- Excavation works and holes are to be clearly indicated to prevent injury to personnel.
- Potential ingress of water on/through the site.
- Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc...
- Chemical transport, storage and usage whatsoever-this includes chemical contact through equipment use such as fuels and oils, materials such as creosote, paints, solvents, cement, concrete etc...
- Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
- Safety equipment: safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
- A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health & Safety Act.
- Additional risks associated with specific methods of construction selected by the contractor, which are not necessarily covered in the above.

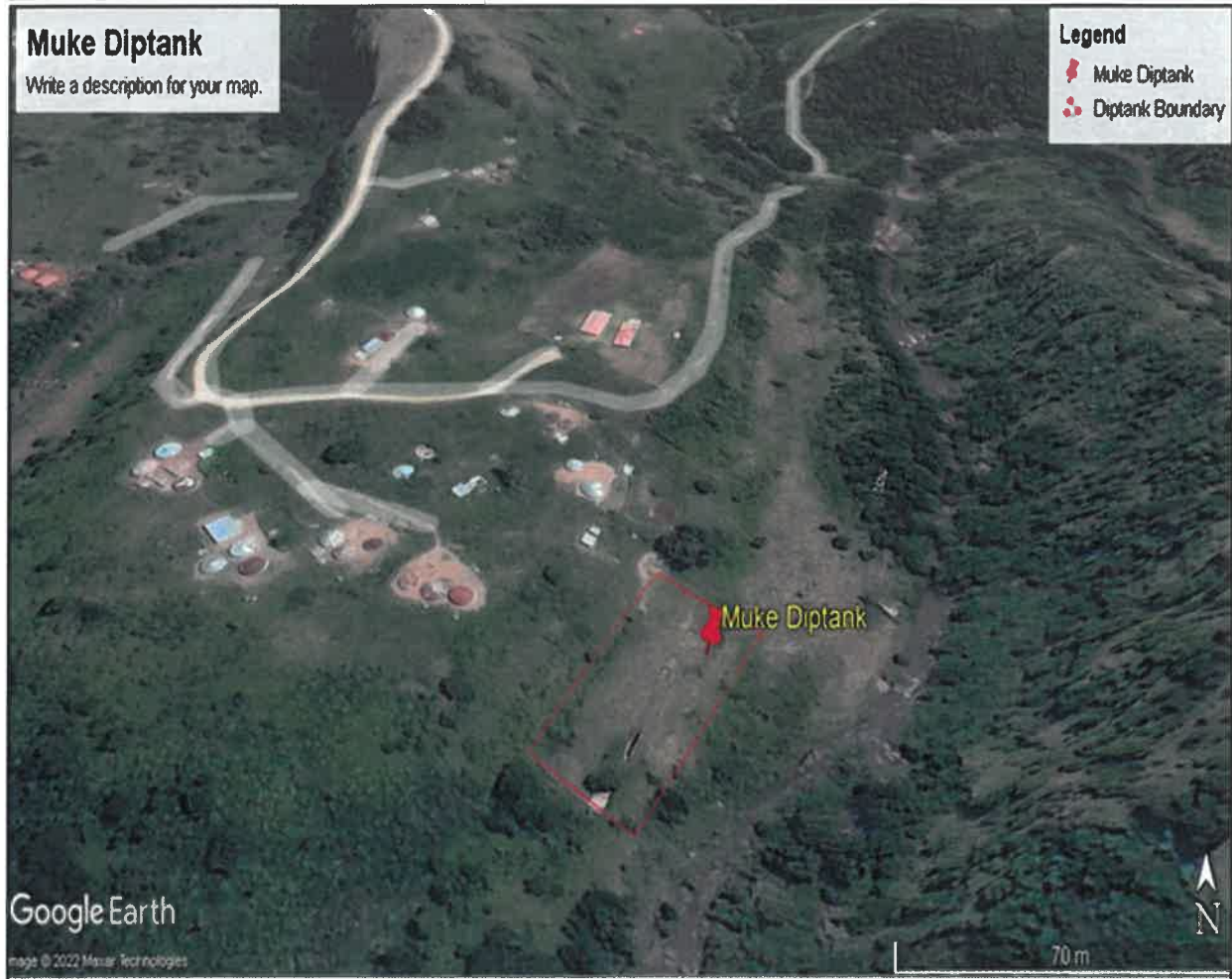


**LIST OF ANNEXURES**

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### ANNEXURE A | LOCALITY MAP



**ANNEXURE B | SUMMARY OF BILL OF QUANTITIES**

<b>SUMMARY OF SCHEDULES</b>		
<b>SCHEDULE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>1</b>	<b>SECTION A - PRELIMINARY AND GENERALS</b>	<b>R</b>
<b>2</b>	<b>SECTION B - DAYWORKS</b>	<b>R</b>
<b>3</b>	<b>SECTION C - DIPTANK MATERIALS</b>	<b>R</b>
	<b>SUBTOTAL 1</b>	<b>R</b>
	<b>10% TO SUB-TOTAL1 (ANCILLARIES)</b>	<b>R</b>
	<b>SUBTOTAL 2</b>	<b>R</b>
	<b>ADD 15% VAT TO SUBTOTAL 2</b>	<b>R</b>
	<b>TOTAL</b>	



**ANNEXURE C | BILL OF QUANTITIES**

MUKE DIPTANK BILL OF QUANTITIES						
ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>SABS 1200 A</b>	<b>SECTION 1: PRELIMINARY &amp; GENERAL</b>				
<b>1.1</b>		<b>Fixed Charge</b>				
1.1.1	8.3.1	Contractual requirements and general (insurance, sureties etc.)	Sum	1		
1.1.2	8.3.2.2	Facilities required by Contractor	Sum	1		
1.1.2.1		a) Storage sheds (6m x3m)				
1.1.2.2		d) Living accommodation				
1.1.2.3		e) Ablution and latrine facilities at construction site				
1.1.2.4		g) Water supplies, electric power and communications				
1.1.3		Complying with Health and Safety Act	Sum	1		
1.1.3.1		(i) Preparation of Health and Safety				
1.1.3.2		(ii) Compilation of a Risk Assessment prior to construction				
1.1.3.3		(iii) Health and Safety Induction Training of employees				
1.1.3.4		(v) Implementation of the Health and Safety Plan over the entire construction period				
1.1.3.5		(vi) Provision of safety gear as per OHS ACT				
1.1.4	8.3.4	Removal of site establishment on completion	Sum	1		
<b>1.2</b>		<b>Time Related Charges</b>				
1.2.1	8.4.1	Contractual requirement	Sum	1		
1.2.2	8.4.2	Facilities for Contractor	Sum	1		
1.2.2.1		a) Offices and storage sheds				
1.2.2.2		d) Living accommodation				
1.2.2.3		e) Ablution and latrine facilities at construction site				
1.2.2.4		f) Tools and equipment				
1.2.2.5		g) Water supplies, electric power and communication				
1.2.3	8.4.3	Supervision for the duration of the contract	Sum	1		
1.2.4		Complying with Health and Safety Act	Sum	1		
<b>TOTAL SECTION 1 CARRIED TO SUMMARY</b>						
<b>2</b>		<b>SECTION 2: DAYWORKS (PROVISIONAL)</b>				
<b>2.1</b>		<b>Section 2.1: Labour</b>				
2.1.1		Skilled	day	10		Rate only
2.1.2		Semi-skilled	day	10		Rate only
2.1.3		Unskilled	day	10		Rate only
<b>2.2</b>		<b>Section 2.2: Plant</b>				
2.2.1		4 x 4 TLB or similar				
		Type.....				
		KW..... (to be filled in by tenderer)	hour	10		Rate only
2.2.2		Excavator:				
		Type.....				
2.2.3		Tipper truck 6m <sup>3</sup> :				
		Type..... (to be filled in by tenderer)	hour	10		Rate only
<b>TOTAL SECTION 2 CARRIED TO SUMMARY</b>						



ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3</b>		<b>SECTION 3: Dip Tank Material</b>				
	<b>SABS 1200 C</b>					
<b>3.1</b>		<b>Site clearance</b>				
<b>3.1.1</b>		<b>Site clearance</b>				
3.1.1.1	8.2.1	Clear and Grub	ha	0.1		
3.1.1.2	8.2.10	Remove top soil to normal depth of 150mm and stockpile	m <sup>3</sup>	3		
3.1.1.3		Remove the existing polework and prepare diptank relining	Sum	1		
<b>3.2</b>		<b>Earthworks</b>				
<b>3.2.1</b>		<b>Excavation By-pass</b>				
3.2.1.1	8.3.2	Excavate for the By-pass ( 0.15m (D) x 0.75m (W) x 24m (L)	m <sup>3</sup>	3		
3.2.1.2	8.3.3	Extra Over for rock	m <sup>3</sup>	1		
<b>3.3</b>		<b>Backfill and compaction</b>				
3.3.1		Restricted back fill to 93% MOD ASSHTO of By-pass	m <sup>3</sup>	3		
3.3.2		Cart away surplus material to spoil	m <sup>3</sup>	1		
<b>3.4</b>		<b>Pole trenches</b>				
3.4.1		Pole trenches (0.6m (d) x 0.4m(w) x 0.4m(b) - 120 poles	No.	120		
	<b>SABS 1200 GA</b>					
<b>3.5</b>		<b>Concrete</b>				
3.5.1	8.2.11	Pole concrete (15Mpa / 19mm concrete)	m <sup>3</sup>	12		
3.5.2		Plunge tank splash (30MPa/19mm Concrete)	m <sup>3</sup>	6		
3.5.3		By-pass and dry race concrete, poles (20MPa/19mm concrete)	m <sup>3</sup>	3		
3.5.4		Blinding layer in 50mm(15MPa concrete)	m <sup>2</sup>	30		
<b>3.6</b>	8.1.3	<b>Form work in small work</b>				
3.6.1		Rough form work (incl narrow widths and raking)	m <sup>2</sup>	12		
3.6.2		Smooth formwork (incl. narrow widths and raking)	m <sup>2</sup>	6		
3.6.3		U2 finish to base of tank, steps and drying race	m <sup>2</sup>	3		
3.6.4		U4 finish to tops of the walls	m <sup>2</sup>	30		
<b>3.7</b>		<b>Poles</b>				
		Supply, deliver and install creosote treated poles, for the animal handling facility for the diptank. Poles to be chamfered on the inside of the handling facility to reduce injuries to cattle.				
3.7.1		2.4m x 100 -125mm posts	No.	89		
3.7.2		2.7m x 100 - 125mm posts	No.	37		
3.7.3		4.8m x 100 - 125mm posts	No.	141		
3.7.4		Cement for soil crete (mixing ratio 1:10)	No.	10		
<b>3.8</b>		<b>Steel Reinforcement</b>				
3.8.1		R10 x 6m smooth bars for bracing	No.	28		
3.8.2		Steel cutting into (R10 x 0.35m - bars bracing)	No.	385		
3.8.3		Steel cutting into (R10 x 1.625m - bars bracing)	No.	20		
		Ref 311 mesh-6m x 2.4m sheet	No.	3		
		R8 x 6m (as shown in bending schedule)	No.	10		
<b>3.9</b>		<b>Angle Iron</b>				
3.9.1		800mm x 102mm x 76mm x 10mm	No.	1		
<b>3.10</b>		<b>Stone pitching</b>				
3.10.1		Stone pitching towards the end of the dry race	m <sup>2</sup>	8		
<b>3.11</b>		<b>Plunge tank works</b>				
		Filling the tank with clean water	m <sup>3</sup>	17		





ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3.12</b>		<b>Storm Water Drainage</b>				
3.12.1		Cut and shape V-drain storm water drainage to take water away from the diptank when required as per engineer or responsible person instructions	m	30		
<b>3.13</b>		<b>Neck clamp</b>				
3.13.1		Supply, deliver and install V-shape neck clamp at the end of the dry race	No.	1		
<b>3.14</b>		<b>Fencing when required(NB)</b>				
		Supply, deliver and install fencing material when required (installation to be according to engineers or responsible person instructions)				
3.14.1		1.4m wooden droppers	No.	16		
3.14.2		2.1m standard creosole, pressure treated and SABS approved,100-125mmØ treated poles	No.	7		
3.14.3		Fully galvanised barbed wire,1.6mmØ high tensile double strand-100m per roll	No.	4		
3.14.4		Galvanised wire staples 3.15*32mmØ,500g pack	No.	2		
3.14.5		8ga straining wire 4mmØ 2kg	No.	2		
3.14.6		12ga binding wire 2.5mm Ø 500g	No.	2		
3.14.7		Cement for soil-crete (mixing ratio 1:10) 50kg bag	No.	1		
3.14.8		Pole concrete (15Mpa/19mm concrete)	m <sup>3</sup>	0.4		
		<b>SUB-TOTAL SECTION 3 CARRIED TO SUMMARY</b>				

**ANNEXURE D | CONTRACTOR'S HEALTH AND SAFETY DECLARATION****Contractors Health and Safety Declaration**

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

To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

**Declaration by Bidder**

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

***(Tables to be completed by bidder)***

**TABLE 1: COST OF SAFETY PERSONNEL**

<b>PERSONNEL</b>	<b>COSTS ALLOWED IN BID</b>	<b>AS IN NOMINATED PERSON/S</b>
<b>Construction Supervisor</b>		
<b>Construction Safety Officer</b>		
<b>Health &amp; Safety Representatives</b>		
<b>Health and Safety Committee</b>		



**TABLE 2: COST OF SAFETY EQUIPMENT**

<b>EQUIPMENT</b>	<b>STATE YES or NO</b>	<b>COST ALLOWED FOR IN BID</b>
<b>Hard hats</b>		
<b>Safety boots</b>		
<b>Safety Clothes</b>		
<b>Add items as per risk assessment:</b>		

**TABLE 3: ADDITIONAL OHS COST ITEMS**

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

4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
5. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for



inspection by the Contractor's personnel, the Department's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

6. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
  
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

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



**ANNEXURE E | ADDITIONAL INFORMATION-EXPERIENCE**

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

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



### ANNEXURE F | DRAWINGS

