



Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

<div style="text-align: center;">  <div> agriculture & rural development Department of Agriculture and Rural Development FREE STATE PROVINCE </div> </div>										
Department of Agriculture and Rural Development - Free State Province										
BID NO.: DARD/RFT 04/2022										
INVITATION TO CONTRACTORS FOR THE RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT GARIEP AQUACULTURE TECHNOLOGY DEMONSTRATION CENTER (ATDC), GARIEP DAM										
<table border="1"> <tr> <td> Issued by: Free State Department of Agriculture and Rural Development Private Bag X02 Bloemfontein 9300 </td> <td> Prepared by: M Terblanche Private Bag X02 Bloemfontein 9300 </td> </tr> <tr> <td colspan="2"> Contact: </td> </tr> <tr> <td> Name: F Khumalo </td> <td> M Terblanche </td> </tr> <tr> <td> Telephone: 060 977 2535 </td> <td> 083 303 7825 </td> </tr> </table>			Issued by: Free State Department of Agriculture and Rural Development Private Bag X02 Bloemfontein 9300	Prepared by: M Terblanche Private Bag X02 Bloemfontein 9300	Contact:		Name: F Khumalo	M Terblanche	Telephone: 060 977 2535	083 303 7825
Issued by: Free State Department of Agriculture and Rural Development Private Bag X02 Bloemfontein 9300	Prepared by: M Terblanche Private Bag X02 Bloemfontein 9300									
Contact:										
Name: F Khumalo	M Terblanche									
Telephone: 060 977 2535	083 303 7825									
Name of tenderer:										
CSD (Supplier) No.:		CRS No. (CIDB):								
Total Tender price (From form of offer)		R _____								
Compulsory clarification meeting										
Date: <u>15 November 2022</u>	Time: <u>10:00</u>	Venue: <u>Gariep ATDC fish ponds, Gariep dam</u>								
Closing date: <u>25 November 2022</u>		Closing time: <u>11:00</u>								


DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

		Department of Agriculture and Rural Development - Free State Province DARD/RFT 04/2022 RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM
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PART T: TENDER

T1 TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

 <p>agriculture & rural development Department of Agriculture and Rural Development FREE STATE PROVINCE</p>	Department of Agriculture and Rural Development - Free State Province
	DARD/RFT 04/2022
	RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

PART T: TENDER

T1.1 Tender Notice and Invitation to Tender

The Free State Department of Agriculture and Rural Development hereby invites contractors to submit tenders for the Renovation and Repairs of Existing Fish ponds at the Aquaculture Technology Development Centre (ATDC) at Gariep Dam over an estimated period of three (3) months. The extent of scope entails the appointment of Civil Engineering Contractors to install fencing with concrete strips and shade netting and gravel roads at existing fish ponds at the centre.

Only tenderers who are **B-BBEE LEVEL 1** compliant will be considered.

Only CIDB registered service providers with grading of **3 CE (Civil Engineering) or higher** or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered will be considered. Service providers must have the necessary capacity, capability, experience and qualifications to undertake implementation of the works as specified for the Free State Department of Agriculture and Rural Development.

Only tenderers that meet the stipulated **minimum threshold of 100% for local production and content** in respect of the **cement and steel products and components for construction sectors** or who submit an exemption letter from Department of Trade, Industry and Competition will be considered.

Only tenderers who meet the eligibility criteria as contained in the tender data, who are tax compliant and who are not restricted from trading with the state are eligible to submit tender.

The physical address for collection of tender documents is **Department of Agriculture and Rural Development Room no. 149, Cashier's Office, ground floor, Administration Building, Gielie Joubert Street, Glen.**

Tender documents may be collected during working hours between **08h00 and 15h30 on weekdays.**

A non-refundable tender deposit of **R 342.00** payable in cash or EFT (proof of payment required) made out in favour of the Department is required on collection of bound hard copies of the tender documents (Banking details as indicated in the tender advertisement).

Queries relating to the issue of these documents may be addressed in writing to Ms F. Khumalo, e-mail **khumalof@dard.gov.za**

A compulsory clarification meeting will be held at **10:00 hrs on 15 November 2022** at Gariep ATDC fish ponds, Gariep Aquaculture Technology Development Centre (ATDC), Gariep dam

The closing time for receipt of tenders is **11:00 hrs on Friday 25 November 2022**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

It is the responsibility of the tenderer/s to ensure that bid documents / proposals are submitted on or before closing time at the correct location as the department will not take responsibility for wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. The Department will not accept responsibility if bids received by officials OR security personnel are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation in hard copy format, acquired from the department or downloaded and printed from the e-tender website.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

PART T: TENDER

T1 TENDERING PROCEDURES

T1.2 Tender Data



Department of Agriculture and Rural Development - Free State Province

DARD/RFT 04/2022

RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

T1.2 Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in the Standard for Uniformity in Construction Procurement (Notice 423 of 2019, Government Gazette No 42622 of August 2019).

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data	
3.1	The Employer is Department of Agriculture and Rural Development: Free State Province	
3.2	<p>The tender documents issued by the employer consist of the following:</p> <p>PART T: TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>T1.2.1 - Instructions to tenderers</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>PART C: CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Pricing schedules</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>	
3.4	<p>The employer's agent is:</p> <p>Name: Morkel Terblanche (Technical)</p> <p>Tel: 083 303 7825</p> <p>E-mail: terblanchem@dard.gov.za</p> <p>Address: Private Bag X02, Bloemfontein, 9300</p> <p>Enquiries during office hours 07h30 to 16h00</p>	<p>The employer's agent is:</p> <p>Name: Fikile Khumalo (SCM)</p> <p>Tel: 060 977 2535</p> <p>E-mail: khumalof@dard.gov.za</p> <p>Address: Private Bag X02, Bloemfontein, 9300</p> <p>Enquiries during office hours 07h30 to 16h00</p>
3.5	The language of communication is English.	

4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ul style="list-style-type: none"> Tenderers must be registered on the National Treasury Central Supplier Database (CSD) and provide their CSD registration number where required in this bid document. Tenderers must be registered with the South African Revenue Services (SARS) and must be in good standing with SARS. Tenderers must be B-BBEE LEVEL 1 compliant. The tenderer must be registered with the CIDB with a contractor grading of CE (Civil Engineering) three (3) or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered. Tenderers must meet the stipulated minimum threshold of 100% for local production and content in respect of the cement and steel products and components for construction sectors or submit an exemption letter from Department of Trade, Industry and Competition. Only Tenderers who attend the compulsory clarification meeting, and have Form A2 "Clarification Meeting Certificate and Proof of Attendance" signed by the Employer will be eligible to submit a tender offer. The Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector. Joint Ventures or Consortia are eligible to submit bids provided that: <ul style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in CE three (3) class or higher or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work (Estimate CE3). (4) Each individual party to the Joint Venture or Consortium must be registered on the CSD. (5) Each individual party to the Joint Venture or Consortium must be in good standing with SARS. (6) A signed JV or consortium agreement specific to the tendered Contract and clearly showing the percentage contribution of each partner to the Joint Venture must be submitted. <p>No correction fluid used on the tender documents. Any corrections must be through a single stroke through the wrong entry and initialled by the Authorised signatory.</p>
4.7	<p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit.</p> <p>Tenderers/their authorised representative(s) must sign the attendance register and detailed contacts in favour of the tendering entity therein. The compulsory clarification meeting certificate duly signed by the bidder or representative appointed in writing on the company letterhead to represent the bidder (where applicable appointment letter must be attached), must be attached as a returnable document. The clarification meeting certificate will be verified against the attendance register.</p>
4.12	No alternative tender offers will be considered. (See Instructions to tenderers par. 4.2 (i); pg. 13)
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5	<p>The "ORIGINAL" tender submissions are to be submitted in an envelope.</p> <p>Tenderers are to ensure that all pages of the bid document are completed and attached and each page initialled by the bidder.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer envelope are:</p> <p>Location of tender box: Admin Building, Ground Floor, SCM component, Glen; which is accessible Monday to Friday.</p> <p>Physical address: Gielie Joubert Street, Glen</p> <p>Identification details: Tenderer's name and address and Tender reference number, DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC</p> <p>Closing date: Friday; 25 November 2022</p> <p>Closing time: 11h00</p>

	<p>The tenderer is required to submit with his tender the following certificates:</p> <p>Mandatory</p> <ol style="list-style-type: none"> 1) Tenderers must submit valid (certified) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and QSE's) or a valid sworn affidavit (certified) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's) 2) Valid CIDB Certificate as required for proof of eligibility. 3) Valid Tax status PIN. 4) Exemption Letter from the threshold for Local production and Content from the DTIC where applicable. 5) Bill of Quantities (Bidders are required to complete the Bill of Quantities in accordance with C2.2). 6) Compulsory clarification meeting certificate duly signed by the bidder. The clarification meeting certificate will be verified against the attendance register. 7) Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) 8) Signed Joint Venture or Consortium agreement, where applicable. <p>Failure to submit any of the above-mentioned documents will invalidate the Bid.</p>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 120 days from the closing time for submission of tenders.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document unless another acceptable form of performance bond will be provided.
5.1	The Employer will respond to requests for clarification received up to five working days before the tender closing time.
5.2	The employer may issue addenda until three working days before tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders at 11h00 on the closing date and the names of the tenderers will be announced.
5.8	Responsive tender is one that conforms to all the terms, conditions, scope of work of the tender documents, without material deviation or qualification.
5.9	Arithmetical errors, omissions and discrepancies
5.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
5.9.2	<p>Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 5.11 for:</p> <ol style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the Pricing Schedule or Bills of Quantities; or c) arithmetic errors in: <ol style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or ii) the summation of the prices.
5.9.3	Notify the Tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

5.9.4	<p>Where the Tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected unit prices (and their rates if Bills of Quantities apply) to achieve the tendered total of the prices.</p>
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference)</p> <p>a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.</p> <p>b) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula, unless otherwise stated in the Tender Data:</p> $T_{EV} = N_{FO} + N_P + N_Q$ <p>Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.</p>
5.11.7	<p>Scoring Financial Offers</p> <p>where the score for financial offer is calculated using the following formula</p> $A = W_1(1 - \frac{(P - P_m)}{P_m})$ <p>Where P = Price of bid under consideration</p> <p>P_m = Price of lowest acceptable bid</p> <p>and W₁ equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000
5.11.8	Up to 100 minus W ₁ tender evaluation points (20) will be awarded to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed.

5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows which will be discussed in details later in the document:</p> <table border="1" data-bbox="363 264 1347 667"> <thead> <tr> <th data-bbox="363 264 1174 353">Quality criteria</th><th data-bbox="1174 264 1347 353">Maximum number of points</th></tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="363 353 1347 398">Quality Schedule A</td></tr> <tr> <td data-bbox="363 398 1174 432">1.1 Experience in similar projects</td><td data-bbox="1174 398 1347 432">15</td></tr> <tr> <td data-bbox="363 432 1174 477">1.2 Quality</td><td data-bbox="1174 432 1347 477">30</td></tr> <tr> <td data-bbox="363 477 1174 521">1.3 Technical capacity and competence</td><td data-bbox="1174 477 1347 521">20</td></tr> <tr> <td data-bbox="363 521 1174 589">1.4 Proof of credit facility or access to finances equivalent to the CIDB grading</td><td data-bbox="1174 521 1347 589">25</td></tr> <tr> <td data-bbox="363 589 1174 633">1.5 Free State based</td><td data-bbox="1174 589 1347 633">10</td></tr> <tr> <td data-bbox="363 633 1174 667">Sub-total points (Quality Schedule A)</td><td data-bbox="1174 633 1347 667">100</td></tr> </tbody> </table>	Quality criteria	Maximum number of points	Quality Schedule A		1.1 Experience in similar projects	15	1.2 Quality	30	1.3 Technical capacity and competence	20	1.4 Proof of credit facility or access to finances equivalent to the CIDB grading	25	1.5 Free State based	10	Sub-total points (Quality Schedule A)	100
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Sub-total points (Quality Schedule A)	100																
5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer (COIDA) 																
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.																
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> ○ Notwithstanding the requirement of clause 5.11, only one contract will be entered into with the highest scoring tenderer. ○ The employer reserves the right to call tenderers to an interview as part of the evaluation process. 																

PART T: TENDER

T1 TENDERING PROCEDURES

T1.2.1 Instructions to Tenderers

T1.2.1 Instructions to tenderers

1. LOCAL PRODUCTION AND CONTENT

- 1.1 Regulation 8 of the Preferential Procurement Regulations 2017 provides for the designation of sectors in line with national development and industrial policies for local production.
- 1.2 To this end, the Department of Trade, Industry and Competition (DTIC) has designated and determined the stipulated minimum threshold for the Cement and Steel products and Components for construction sectors for local content and production.
- 1.3 To give effect to the above requirement the Cement and Steel products and Components for construction sectors has been designated for local production and content with a threshold of 100%. Only locally produced or locally manufactured Cement or Steel products and Components for construction with a local content of 100% will therefore be considered. If the raw material or input to be used for a specific item is not available locally, tenderers should obtain written exemption from the DTIC should there be a need to import such raw material or input.
- 1.4 A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid. For further information, tenderers may contact the Primary Minerals Processing and Construction Sector Desk within the DTIC at telephone 012 394 5318/1792 or email localcontent@thedti.gov.za:

Any enquiries in respect of Local Production and Content and all documents to be submitted must be directed as follows:

The Department of Trade, Industry and Competition
Private Bag X84
Pretoria
0001

- 1.5 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content. The technical specification 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)] are accessible to all tenderers on the DTIC's website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- 1.6 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula:

$$LC = (1 - X/Y) * 100$$

Where
X is the imported content in Rand
Y is the bid price in Rand excluding value added tax (VAT)
- 1.7 Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.
- 1.8 The Declaration Certificate for Local Production and Content (SBD 6.2) together with the

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Annex C (Local Content Declaration: Summary Schedule) must be completed, signed and submitted with the bidding documents at the closing date and time of the bid. The rates of exchange used by the bidder in paragraph 3.1 of the Declaration Certificate will be verified for accuracy against the requirements of paragraph 1.7 above.

- 1.9 A bid may be disqualified if the above-mentioned Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation, and the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.
- 1.10 A contract awarded in relation to a designated sector, may not be sub-contracted 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.

2. Remuneration

The appointed service providers must be compliant through the duration of the project in terms of tax status and banking details. Subject to the above, appointed service providers will be remunerated based on work completed, as verified by the employer's delegated project manager and priced according to the bill of quantities.

3. Service level agreement

Prior to the commencement of any task order, the service provider shall enter into a service level agreement with the employer, or any other approved governmental construction contract e.g. GCC or JBCC or a combination thereof.

4. DECLARATION

- 4.1 Where a Shareholder/Member/Individual/Director who is in the employ of the State has an interest in any other company that is participating in this bid, they must disclose taking into consideration the provisions of SBD4 and failure to do so will result in disqualification.
- 4.2 List of Shareholding/membership/directorship by Name of business, Position occupied and percentage of shareholding in the business

NAME OF BUSINESS	POSITION OCCUPIED IN THE BUSINESS	% OF SHAREHOLDING IN THE BUSINESS	INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.

- i. Shareholder/Member/Individual/Director will not be allowed to represent/bid for more than 1 (one) business, where a Shareholder/Member/Individual/Director has an interest in any other company that is participating in this bid, he/she must disclose, failure to do so will result in DARD:FS considering one offer. The Shareholder/Member/Individual/Director must then indicate which business is represented in this bid.
- ii. Failure to comply with the above will disqualify your bid.

Name of Tenderer:

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5. COMPILATION OF DOCUMENTS

- All pages of the bid document must be fully completed and each page initialled by the bidder.
- The completed document should be neatly binded.

5.1 Kindly take note of the returnable documents as listed.

6. EVALUATION PROCESS**6.1 The evaluation process comprises the following phases:**

Phase I	Phase II	Phase III	Phase V	Phase VI	Phase VII	Phase VIII
Administrative compliance	Pre-qualification criteria for preferential procurement	Functionality requirements	Price and B-BBEE (Price include Total Cost of Ownership (TCO))	Negotiations	Recommendation and Awarding	Signing of letters of acceptance and contracts
<p>Compliance With Mandatory Bid Requirements as well as the requirements as listed in the List of returnable documents and Eligibility criteria in the Tender data.</p> <p>Mandatory</p> <ul style="list-style-type: none"> Tenderers must submit valid (certified) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and QSE's) or a valid sworn affidavit (certified) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's) Valid CIDB Certificate as required for proof of eligibility. Valid Tax status PIN. Exemption letter from the threshold for Local production and Content from 	<p>Bids Will Be Assessed If they meet the determined Pre-Qualification Criteria</p> <ul style="list-style-type: none"> B-BBEE level of contribution (Level 1) Grading of CIDB registered Service providers 3 CE (Civil Engineering) or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered. Local production and Content minimum threshold of 100% in respect of cement and Steel products and Component s for construction or exemption letter from DTIC for use of imported material. 	Bids will be assessed to verify tenderers capability and ability to execute the contract.	Bids evaluated in terms of the 80/20 preference system	Bids will be negotiated for base best offers, terms and conditions and a balanced priced bill of quantities	Recommendation and appointment of bidder	Service Providers will be requested to sign contracts and other important documents for the contract

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the DTIC where applicable. • Bill of Quantities (Bidders are required to complete the Bill of Quantities in accordance with C2.2). • Compulsory clarification meeting certificate duly signed by the bidder. The clarification meeting certificate will be verified against the attendance register. • Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) • Signed Joint Venture or Consortium agreement, where applicable.						
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6.2 PHASE I: Administrative compliance

MANDATORY REQUIREMENTS

During this phase Tenderers' response will be evaluated based on the mandatory requirements indicated hereunder as well as the requirements as set out in the List of Returnable Schedules and Eligibility criteria indicted in the tender data. This phase is not scored and Tenderers who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

Documentation to demonstrate eligibility to have tenders evaluated

- Tenderers must submit valid (certified) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and OSE's) or a valid sworn affidavit (certified) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's)
- Valid CIDB Certificate as required for proof of eligibility.
- Valid Tax status PIN.
- Exemption letter from the threshold for Local production and Content from the DTIC where applicable.

- Bill of Quantities (Bidders are required to complete the Bill of Quantities in accordance with C2.2).
- Compulsory clarification meeting certificate duly signed by the bidder. The clarification meeting certificate will be verified against the attendance register.
- Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
- Signed Joint Venture or Consortium agreement, where applicable.

***A tender that fails to meet the administrative requirements as stipulated above is an unacceptable tender.**

6.2.1 Registration on Central Supplier Database (CSD)

The Tenderers must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.

Complete your registered CSD vendor number on SBD1.

6.2.2 Valid Tax Compliance Status pin

Tenderers must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax compliance status pin.

Bidder(s) must be compliant when submitting a proposal to the Free State Provincial Government and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign tenderers/individuals who which to submit bids.

It is a requirement that tenderers grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

6.2.3 Responsive Bids

Tenderers must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents and complying with specifications and Special Conditions of Contract of the bid. Non-compliance with this condition will invalidate the bid for such services offered.

6.3 Phase II: The Pre-Qualification criteria

6.3.1 **The Pre-Qualification criteria** set for **B-BBEE level** is according to Regulation 4(1) (a) of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:

- (i) Only tenderers having B-BBEE status level of **contributor 1** may respond to this bid

***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

6.3.2 **The Pre-Qualification criteria** set for **CIDB registration and grading** is according to Regulation 25(1) and 25(3) (a) of the Construction Industry Development Board Act, 2000 (Act. 38 of 2000): Construction Industry Development Regulations, 2004 (as amended).

- (i) **Only CIDB registered service providers** with grading of **3 CE (Civil Engineering) and higher** or a contractor **grading designation equal to or higher** than a contractor grading designation determined in accordance with the **sum tendered** will be considered.

***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

6.3.3 **The criteria for local production and content** is according to Regulation 8 (2) of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017;

- (i) Only tenderers that meet the stipulated **minimum threshold of 100%** for local production and content in respect of **cement and steel products and components for construction** will be considered or an exemption **letter from the DTIC** must be attached to the tender document.

***A tender that fails to meet the criteria for local production and content as stipulated above is an unacceptable tender.**

6.4 Phase III: Functionality Evaluation as per the Terms of Reference

The evaluation of tenders for functionality is according to Regulation 5 of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017;

Functionality will be evaluated on the basis of the responses on the Functionality Criteria and supporting documentation supplied by the Tenderers as follows:

In order to facilitate a transparent selection process that allows equal opportunity to all services providers, the Department will adhere to accepted procurement processes:

Minimum Requirements

Minimum requirements will be based on the evaluation criteria linked to functionality only, as mentioned in the tender document. They will not be limited to but include the following:

- **Number of successfully completed projects:** Name of institution/s for whom the bidder has undertaken similar work/projects within the past three (3) years. In addition, the bidder is required to specify the nature and value of all work done including contact details, reference letters and completion certificates.
- **Capacity and resources:** The extent of available support personnel (Project Manager and Site Foreman) a bidder has at any point in time to assist with this field of expertise must be stated.

The following table will demonstrate the criteria to be used for allocation of points for functionality as outlined above.

FUNCTIONALITY:

CRITERIA	GUIDELINE FOR EVALUATION CRITERIA APPLICATION	MEANS OF VERIFICATION	POINTS	
1.1 Experience in similar projects.	Number of similar projects completed in the past three (3) years.	Specify when, where, and for which institutions the projects were undertaken within the last three (3) years. Provide proof of <u>contractual agreements</u> or <u>appointment letters</u> which must include the following information: <ul style="list-style-type: none"> • contactable reference • date of appointment Value of work/project must be a minimum of CIDB grading for which you are tendering.		15
	0 Contractual agreement or appointment letter		0	
	1 Contractual agreement or appointment letter		5	
	2 Contractual agreements or appointment letters		10	
	>2 Contractual agreements or appointment letters		15	
1.2 Quality	Corresponding Reference letters and Completion Certificates of projects completed.	Corresponding <u>reference letters</u> and <u>final completion certificates</u> of projects indicated above as per <u>contractual agreement</u> or <u>appointment letter</u> submitted must include the following information: <ul style="list-style-type: none"> • contactable reference • value of work done • indication if work was completed successfully 		30
	0 reference letter and final completion certificate submitted (only reference letters where client has expressed satisfaction with the work will be considered)		0	
	1 reference letter and completion certificate submitted (only reference letters where client has expressed satisfaction with the work will be considered)		10	
	2 reference letters and completion certificates submitted (only reference letters where client has expressed satisfaction with the work will be considered)		20	
	>2 reference letters and completion certificates submitted (only reference letters where client has expressed satisfaction with the work will be considered)		30	
1.3 Technical Capacity and Competence	Experience of minimum 2 key technical staff in the full-time employ of the company e.g. Site Foreman and Project Manager.	Provide short CVs with copy of ID, qualifications and appointment letter. General experience (total duration of work activity), level of education and training, registration(s) with professional bodies and positions held. Copies of original certificates subject to verification.		20
	No proof		0	
	Proof for one (1) key technical staff		10	
	Proof for two (2) key technical staff		20	

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1.4 Financial Capacity	Proof of credit facility or access to finances equivalent to contract value.	Financial capacity (attach proof – i.e. three-month bank statement or credit letter with amount to facilitate execution of the project within the time period. From a registered financial institution).		25
	No proof or less than 50% of contract value quoted		0	
	> 50% and < 100% of contract value quoted		10	
	>= 100% of contract value quoted		25	
1.5 Free State Based	The contractor has an established office situated in the Free State.	Provide utilities bills (Municipal account; not older than 3 months) or lease agreement of the tendering entity.		10
	No attachment		0	
	Yes (Free State based with evidence attached)		10	
TOTAL			100	

A bidder who scored less than **70 on the total functionality points will automatically be disqualified

Table A: Requirements for CVs

<p>The experience of the personnel who will be responsible for the execution of the project will be evaluated in relation to the scope of work from three different points of view:</p> <ol style="list-style-type: none"> 1) General experience (total duration of work activity), level of education and training and positions held. 2) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work. 3) The staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques. <p>A CV of the person of approximately 3 pages should be attached to this schedule.</p> <p>Each CV should be structured under the following headings:</p> <ol style="list-style-type: none"> 1 Personal particulars <ul style="list-style-type: none"> - name - date and place of birth - place(s) of tertiary education and dates associated therewith - professional awards 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) (Attach copies of each) 3 Name of current employer and position in enterprise 4 Overview of work experience (year, organization and position) 5 Outline of recent assignments / experience that has a bearing on the scope of work 	
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

- 6.4.1 Bids will be evaluated in terms of the new **Preferential Procurement Regulation, 2017** and the bid evaluation criteria stipulated in this section.
- 6.4.2 Tenderers must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 6.4.3 The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or it may be decided to rate tenderers collectively by allocating the specified points indicated.
- 6.4.4 Functionality scores per criterion will be added. Only Tenderers that have met or exceeded the minimum threshold of **70 Points** for functionality will be evaluated and scored in terms of the pricing and socio-economic goals as indicated in the terms of reference.
- 6.4.5 Any proposal/bid not meeting the minimum score of **70 Points** on the technical/functionality evaluation will be disqualified and not be evaluated beyond functionality

6.5 PHASE IV: PRICE AND B-BBEE

- 6.5.1 Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2017:

The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

- 6.5.2 A maximum of 20 points may be allocated to a Bidder for attaining their B-BBEE status level of contributor 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

- 6.5.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a certified copy thereof or a valid sworn affidavit (DTIC format) signed by the EME/QSE representative and attested by a commissioner of oath.
- 6.5.4 Bidders must ensure that the B-BBEE status level verification certificates submitted are issued by the following agencies:
- (i) Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
 - (ii) Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.
- 6.5.5 Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.

Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.

- 6.5.6 Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or valid sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oath will be considered for preference points.
- 6.5.7 Failure on the part of the Bidder to comply with paragraphs 6.5.3 and 6.5.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 6.5.8 The State may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to preference.
- 6.5.9 The points scored will be rounded off to the nearest 2 decimals.
- 6.5.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 6.5.11 However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the Bidder scoring the highest for functionality.
- 6.5.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 6.5.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

OVERALL CRITERIA

CRITERIA	MAXIMUM POINTS
Price	80
B-BBEE Status Level of Contribution.	20
Grand Total	100

6.6 PHASE V: NEGOTIATED PRICE

- 6.6.1 The department reserves the right to negotiate prices with shortlisted tenderers in order to arrive at a balanced bill of quantities.

6.7 PHASE VI: RECOMMENDATION AND APPOINTMENT

- 6.7.1 Adjudication of the Bids

- 6.7.2 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: DARD FS for appointment of a service provider.

6.8 PHASE VII: AWARD OF CONTRACT

- 6.8.1 The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and other media in which the bid was advertised and due to the cost and other implications, names of successful tenderers will only be availed on request.

7. VERIFICATION OF TENDERERS

- 7.1 At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

8. JOINT VENTURE AGREEMENTS

- 8.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid. In the JV agreement the banking details which the payment should be made must be specified and should remain the same for the duration of the contract. Authorised signatories of documents, invoices and reports should be appointed in the JV agreement.
- 8.2 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 B-BBEE Status Level Verification Certificate for every separate bid.
- 8.3 Each party to a Joint Venture/ Consortium must submit an original valid Tax Compliance Pin together with the bid before the closing date and time of bid.
- 8.4 Each individual member of the joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

9. CONFIDENTIALITY

- 9.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified of the outcome of the bid.
- 9.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Provincial Government, except where authorized in writing to do so.

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- 9.3 DARD: FS agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required by law.

10. AGREEMENTS

- 10.1 The Service Provider(s) will be expected to sign a Service Level Agreement with DARD: FS. The Service Level Agreement or any other applicable construction contract will be subject to the bid documents, including the General Conditions of Contract (GCC), Scope of Work and Contract data as well as clauses related to other construction related contracts such as the GCC for Construction work, JBCC, etc.
- 10.2 Should funds no longer be available to pay for the execution of the responsibilities of Bid DARD/RFT 04/2022, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

11. SETTLEMENT OF DISPUTES

- 11.1 Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

12. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

- 12.1 In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Government or a provincial public entity may not have a business interest in any entity conducting business with the Provincial Government.
- 12.2 The Provincial Government may not award any tender or enter into any contract with an employee of the Free State Provincial Government or a provincial public entity contrary to Treasury Instruction Note 17 of 2012.
- 12.3 All bids received contrary to Treasury Instruction Note 17 of 2012 shall be disqualified.
- 12.4 For the definition of "business interest", "employee" and "entity", refer to par. 5 of Treasury Instruction Note 17 of 2012.

13. VALIDITY PERIOD OF BID AND EXTENSION THEREOF

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

14. PERIOD OF CONTRACT

- 14.1 The contract will be running for a period of three (3) months after appointment.

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15. ACCEPTANCE OF THE TENDER PROCEDURES AND CONDITIONS OF CONTRACT

15.1 Failure to accept the Tender Procedures as indicated in the Tender data and Instructions to Tenderers and the Conditions of Contract or any part thereof, may result in the bid not being considered. Tenderers may not amend any of the Tender Procedures or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

15.2 The Bidder must complete the Following

I _____ in my capacity as _____ of the
Company, hereby certifies that I take note and accept the above-mentioned Tender Procedures.

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____)_____

PART T: TENDER

T2 RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T.2.1 List of returnable documents

T2.1.1. General

The Tender Document must be submitted as a whole. All schedules and forms must be properly completed as instructed, and the document shall not be altered in any way whatsoever. Tenderers are required to complete each and every schedule and form listed below to the best of their ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Bidder. **Failure of a Bidder to complete the Schedules to the satisfaction of the Employer and submit the Returnable Documents required will result in the bid being held to be non-responsive.** However, the Employer may apply the discretion to allow tenderers to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance, where they are purely of an administrative nature and do not pertain to the substance of the bid such as to affect the competitive position of tenderers, by giving one or more tenderers a second and unfair opportunity to augment the quality (substantive) aspects of their bid.

T2.1.2. List of Returnable Documents and Schedules

Schedule	Description	Weight (Mandatory / Optional)	Page
Company Authority Documents & Resolutions			
A1	Certificate of Authority for Signatory	Mandatory	31
A2	Certificate of attendance at the compulsory bid clarification meeting and site visit	Mandatory	33
A3	Certificate of Authority for Joint Ventures / Consortia	Mandatory where applicable	34
A4	Annexure D: Compulsory Declaration (Issued in terms of the Standard for Infrastructure Procurement and Delivery Management, 2015)	Mandatory	36
A5	Bidder's bank account details and financial references	Mandatory	41
A6	Form concerning the fulfilment of the Construction Regulations, 2014	Mandatory	43
A7	Present Contractual Commitments.	Mandatory	46
A8	Annexure C: Preferencing schedule: Broad Based Black Economic Empowerment Status (Issued in terms of the Standard for Infrastructure Procurement and Delivery Management, 2015)	Mandatory	47
Standard Bidding Documents (SBD)			
SBD 1	Invitation to bid	Mandatory	50
SBD 4	Bidder's disclosure	Mandatory	53
SBD 6.1	Preference points claim form in terms of the preferential procurement regulations 2017.	Mandatory	56
SBD 6.2	Declaration certificate for local production and content for designated sectors.	Mandatory	62
Returnable Documents for Compliance Assessment			
B1	Valid (certified) of B-BBEE verification certificate OR a valid sworn affidavit (certified).	Mandatory	69
B2	Valid Certificate of CIDB Registration of Contractor.	Mandatory	70
B3	Valid Tax status PIN	Mandatory	71
B4	Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)	Mandatory	72
B5	Exemption letter from the threshold for Local Production and Content from the DTIC where in non-compliance with the threshold of 100% local production and content.	Mandatory where applicable	73
B6	Proof of registration on National Treasury Central Supplier Database	Optional	74
Returnable documents for Functionality Assessment			
B7	Contractual agreements or Appointment letters for similar projects completed in the last three (3) years with the value of work/project at a minimum of CIDB grading for which you are tendering.	Non submission will negatively influence Functionality Score	75
B8	Reference letters and Final Completion Certificates for the projects listed under B7.	Non submission will negatively influence Functionality Score	77
B9	Key technical staff short CVs with copy of ID, qualifications and appointment letter. General experience (total duration of work activity), level of education and training and positions held.	Non submission will negatively influence Functionality Score	80

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B10	Three-month bank statement or credit letter with amount to facilitate execution of the project within the time period. From a registered financial institution.	Non submission will negatively influence Functionality Score	81
B11	Utilities bills (Municipal account; not older than 3 months) or lease agreement of the tendering entity.	Non submission will negatively influence Functionality Score	82
Returnable Documents pertaining to the Contract			
B12	Annexure A: Record of Addenda to Tender Documents (Issued in terms of the Standard for Infrastructure Procurement and Delivery Management, 2015)	Mandatory	83
B13	Annexure B: Proposed amendments and qualifications (Issued in terms of the Standard for Infrastructure Procurement and Delivery Management, 2015)	Mandatory	84
B14	Joint Venture Agreement (if applicable)	Mandatory	85
C1.1	Form of Offer and Acceptance	Mandatory	87
C1.2	Contract Data Employer data Contractor data	Mandatory	92 109
C1.3	Performance bond	Mandatory	111
C2.1	Pricing Instructions	Mandatory	115
C2.2	Bill of Quantities	Mandatory	118

FAILURE TO COMPLETE AND/OR SUBMIT ANY OF THE ABOVE-MENTIONED DOCUMENTS AND SCHEDULES MAY RENDER THE TENDER UNRESPONSIVE.

PART T: TENDER

T2 RETURNABLE DOCUMENTS

T2.2 Returnable Schedules

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / FORMS IN BLACK TYPE OR INK

Name of Tenderer:

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FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 04/2022

RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

A1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM	
				Incorporated	
				Unincorporated	

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Cooperative:	'Resolution of the Members'
Close Corporation:	'Resolution of the Members'
Company:	'Resolution of the Board' signed by the chairperson
Partnership	'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises
Joint Venture / Consortium:	'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

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MEMBERS RESOLUTION

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader Name:

..... Registration

Number:..... RESOLUTION OF THE
DIRECTORS OF THE COMPANY etc RESOLVED that

....., in his/her capacity as

....., is authorised to make applications on behalf of the
Close Corporation / Company / Partnership / Trust / Sole proprietor or Sole trader for any documentation
relating to the business (which is not necessarily a change of ownership).

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader. (*Sole member still must sign this resolution*)

Signature of members:		
Name	Signature	Date
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....
5. ....	.....	.....
6. ....	.....	.....

Specimen signature of the signatory:

Failure to complete, sign and date the relevant certificate(s) and provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause 5.8 of the Conditions of Tender.

Name of Tenderer:

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RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

A2. CERTIFICATE OF ATTENDANCE AT BID CLARIFICATION MEETING

This is to Certify that I/We* _____
of (Tenderer) _____
of (address) _____

Telephone number _____ Mobile number _____
E-mail _____
on (date) 15 November 2022

have attended the clarification meeting for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

****Delete whichever is not applicable***

SIGNED BY/ON BEHALF OF BIDDER:

	NAME		SIGNATURE	

SIGNED ON BEHALF OF THE EMPLOYER:

	NAME		SIGNATURE	

* ***The clarification meeting certificate will be verified against the attendance register.***

Initial: _____

Name of Tenderer:

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A3: ANNEXURE F: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES OR CONSORTIUMS

This Returnable Schedule is to be completed by joint ventures or consortiums.

We, the undersigned, are making this submission in Joint Venture and hereby authorise Mr/Ms
....., authorised signatory of the company
....., acting in the capacity of lead partner, to sign all documents
in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner _____ _____ CIDB Registration No. _____ CSD Supplier No. _____ _____		Signature Name Designation	
_____ _____ CIDB Registration No. _____ CSD Supplier No. _____ _____		Signature Name Designation	
_____ _____ CIDB Registration No. _____ CSD Supplier No. _____ _____		Signature Name Designation	

Name of Tenderer:

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<div><div></div><div></div><div>CIDB Registration No.</div><div></div><div>CSD Supplier No.</div><div></div></div>		<div>Signature</div> <div>Name</div> <div>Designation</div>
<div><div></div><div></div><div>CIDB Registration No.</div><div></div><div>CSD Supplier No.</div><div></div></div>		<div>Signature</div> <div>Name</div> <div>Designation</div>

Initial: _____

Name of Tenderer:

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A4 ANNEXURE D: COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.	
Section 1: Enterprise Details	
Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	
Section 2: Particulars of companies and close corporations	
Company / Close Corporation registration number	
Section 3: SARS Information	
Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>
Section 4: CIDB registration number	
CIDB Registration number (if applicable)	
Section 5: National Treasury Central Supplier Database	
Supplier number	
Unique registration reference number	

Name of Tenderer:

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Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Name of Tenderer:

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Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Name of Tenderer:

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Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

Initial: _____

Name of Tenderer:

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NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Name of Tenderer:

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A5 BIDDER'S BANK ACCOUNT DETAILS AND FINANCIAL REFERENCES

Notes to Bidder:

1. The Bidder shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following information:

(i)	Name of Account Holder:	
(ii)	Account Number:	
(iii)	Bank Name:	
(iv)	Branch Number:	
(v)	Bank and Branch Contact Details:	

SIGNED BY/ON BEHALF OF BIDDER:

	NAME		SIGNATURE	

Name of Tenderer:

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LETTER FROM THE BANK ATTACHED IMMEDIATELY AFTER THIS PAGE.

Initial: _____

Name of Tenderer:

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A6 FORM CONCERNING THE FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 5(1)(g) and 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – specify: _____ _____	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the team as specified in the Regulations (CVs to be attached):

4. Provide details of proposed training (if any) that will be undergone:

Name of Tenderer:

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5. Potential key risks identified and measures for addressing risks:

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

YES	
NO	

SIGNED BY/ON BEHALF OF BIDDER:

	NAME		SIGNATURE		

Initial: _____

Name of Tenderer:

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CV'S OF KEY PERSONS, COMPETENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2014, WHO WILL FORM PART OF THE TEAM AS SPECIFIED IN THE CONSTRUCTION REGULATIONS, 2014 ATTACHED IMMEDIATELY AFTER THIS PAGE.

Name of Tenderer:

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A7 PRESENT CONTRACTUAL COMMITMENTS

Client	Contact Details*	Nature of Works	Value of Works	Duration of contract	Start Date	End date	Progress to date

Signature of Tenderer: _____

Date : _____

* State contact person and telephone number

Please attach detailed present commitments if commitments exceed five projects, provide the information on a separate page

Initial: _____

Name of Tenderer:

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A8 Annexure C: Preferencing schedule: Broad Based Black Economic Empowerment Status

NB: A8 and SBD6.1 must be completed. Where A8 is in conflict with SBD6.1, SBD6.1 prevail.

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

Name of Tenderer:

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3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

a) the tendering entity is a level _____ contributor as stated in the submitted evidence of qualification as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code (*tick applicable box*)

☐ Generic code of good practice

☐ Other – specify

c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference

Name of Tenderer:

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2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Name of Tenderer:

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SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD/RFT 04/2022	CLOSING DATE:	Friday 25 November 2022	CLOSING TIME:	11:00
DESCRIPTION	DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Postal Address:	Free State Department of Agriculture	Or	Street Address:	Free State Department of Agriculture	
	and Rural Development			and Rural Development	
	Private Bag X02			Gielie Joubert Streets	
	Bloemfontein			Tender Box situated at the ground Floor	
	9300			Admin Building, Glen	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Fikile Khumalo		CONTACT PERSON	Hennie Grobler	
TELEPHONE NUMBER			TELEPHONE NUMBER		
MOBILE NUMBER	060 977 2535		MOBILE NUMBER	082 762 1847	
E-MAIL ADDRESS	khumalof@dard.gov.za		E-MAIL ADDRESS	groblerh@dard.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

Name of Tenderer:

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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	--	---

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

Name of Tenderer:

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PART B

TERMS AND CONDITIONS FOR BIDDING

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

Name of Tenderer:

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SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

Name of Tenderer:

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- 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:

.....
.....

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 consortium² 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

.....

² 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.

Name of Tenderer:

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Signature

Date

.....

Position

.....

Name of bidder

Initial: _____

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

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RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM**SBD 6.1****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 The value of this bid is estimated to **not exceed R50 000 000** (all applicable taxes included) and therefore the **80/20 preference point system** shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**4. POINTS AWARDED FOR PRICE****4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**4.3 POINTS AWARDED FOR PRICE**

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

80/20**or****90/10**

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

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.

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8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

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 last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

Name of Tenderer:

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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

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organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

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RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 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:

$$LC = [1 - \frac{x}{y}] * 100$$

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.

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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>
<u>Cement</u>	<u>100 %</u>
<u>Steel products and Components for construction</u>	<u>100 %</u>
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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.

Name of Tenderer:

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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.: DARD/RFT 03/2022: UPGRADE OF THE LEJWELEPUTSWA DISTRICT OFFICE AT WELKOM

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

Free State Department of Agriculture and Rural Development

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. 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	

Name of Tenderer:

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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 (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) **Tender No.** DARD/RFT 04/2022

(C2) **Tender description:** RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

(C3) **Designated product(s)** CEMENT AND STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION

(C4) **Tender Authority:** FSDARD SCM

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:** Pula EU GBP

(C7) **Specified local content %** 100%

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Initial: _____

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

SATS 1286.2011													
Annex D													
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	DARD/RFT 04/2022					Note: VAT to be excluded from all calculations						
(D2)	Tender description:	RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM											
(D3)	Designated Products:	CEMENT AND STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION SECTORS											
(D4)	Tender Authority:	FSDARD SCM											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
A. Exempted imported content						Calculation of imported content					Summary		
	Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value	
	(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)	
											(D19) Total exempt imported value	R 0	
											This total must correspond with Annex C - C 21		
B. Imported directly by the Tenderer						Calculation of imported content					Summary		
	Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value	
	(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
											(D32) Total imported value by tenderer	R 0	
C. Imported by a 3rd party and supplied to the Tenderer						Calculation of imported content					Summary		
	Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value	
	(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	
											(D45) Total imported value by 3rd party	R 0	
D. Other foreign currency payments				Calculation of foreign currency payments								Summary of payments	
	Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments	
	(D46)	(D47)	(D48)	(D49)	(D50)							(D51)	
											(D52) Total of foreign currency payments declared by tenderer and/or 3rd party		
Signature of tenderer from Annex B											(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0	
											This total must correspond with Annex C - C 23		
Date:													

Initial: _____

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

				SATS 1286.2011
Annex E				
Local Content Declaration - Supporting Schedule to Annex C				
(E1)	Tender No.	DARD/RFT 04/2022	Note: VAT to be excluded from all calculations	
(E2)	Tender description:	RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM		
(E3)	Designated products:	CEMENT AND STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION SECTORS		
(E4)	Tender Authority:	FSDARD SCM		
(E5)	Tendering Entity name:			
	Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
		(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)		R 0
(E10)	Manpower costs	(Tenderer's manpower cost)		R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 0
			(E13) Total local content	R 0
			This total must correspond with Annex C - C24	
<u>Signature of tenderer from Annex B</u>				
Date:				

Initial:

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 04/2022

RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

B1 B-BBEE CERTIFICATE OR SWORN AFFIDAVIT

In terms of Regulation 4(1)(a) of the Preferential Procurement Regulations (2017), pre-qualification criteria based on BBEE status level is applicable to this tender.

Bidders must have a B-BBEE status level of 1, failing which their bid will be disqualified from further consideration.

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate.

In order to claim B-BBEE points, tenderers must submit valid (original or certified copy) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and QSE's) or a valid sworn affidavit (original or certified copy) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's).

ATTACH B-BBEE CERTIFICATE OR SWORN AFFIDAVIT IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TENDER NO. DARD/RFT 04/2022

RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

B2 CERTIFICATE OF CIDB REGISTRATION OF CONTRACTOR

A certificate of bidder's registration with the Construction Industry Development Board (CIDB) must be included in the bid submission as per requirements indicated in the Tender data.

The tenderer must be registered with the CIDB with a contractor grading of CE (Civil Engineering) three (3) or higher or a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered.

Where a bidder satisfies CIDB Contractor grading designation requirements through a joint venture or consortium formation, such bidder must submit the joint CIDB grading of the bidding entity, and the certificates of contractor registration for each partner.

ATTACH CIDB REGISTRATION CERTIFICATE IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

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B3 TAX CLEARANCE

Bidders shall be registered and in good standing with the South African Revenue Services (SARS) and must submit proof in the form of a CSD registration number and valid Tax Clearance Status PIN issued by SARS as per the requirements indicated in the Tender data.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Status PIN and CSD Supplier Number.

	TAX CLEARANCE PIN NUMBER	

	CSD SUPPLIER NUMBER	

ATTACH VALID TAX STATUS PIN IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

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B4 COIDA CERTIFICATE OF COMPLIANCE

A Valid COIDA Certificate in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) must be included in the bid submission as per requirements indicated in the Tender data.

ATTACH COIDA CERTIFICATE IMMEDIATELY AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

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B5 EXEMPTION LETTER LOCAL PRODUCTION AND CONTENT

An exemption letter for Local Production and Content issued by DTIC must be included in the bid submission if in non-compliance with the threshold as per requirements indicated in the Tender data. Exemption letter is not required when in compliance.

PROCESS WHEN REQUESTING EXEMPTION LETTERS

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the **dtic** will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

NB - Exemption letters are tender specific and applications are not transferrable.

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

E-mail: tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo

Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za

ATTACH EXEMPTION LETTER IMMEDIATELY AFTER THIS PAGE WHERE APPLICABLE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

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B6 PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Bidders must be registered with the National Treasury Central Supplier Database (CSD) and must submit their valid CSD Registration Number as issued by National Treasury, as per the requirements indicated in the Tender data.

Each party to a Consortium/Joint Venture must submit a separate CSD Registration Number.

	CSD REGISTRATION NUMBER	

ATTACH PROOF OF CSD REGISTRATION AFTER THIS PAGE (OPTIONAL).

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

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B7 BIDDER'S PAST EXPERIENCE IN DELIVERING SIMILAR CONSTRUCTION CONTRACTS OF SIMILAR SCALE

The information supplied will be used to evaluate functionality. Non submission will influence the functionality score negatively.

Lists of Completed Projects over the last three (3) years to be submitted in Table below.

Bidders must familiarise themselves with the evaluation criteria and submit a list of completed projects to support the allocation of points. **The list of completed projects must be supported with contractual agreements or appointment letters which must be attached directly after this page. A listed project which is not substantiated with evidence will not be considered in the evaluation of functionality.**

List of Previous and Completed Projects

NAME OF COMPANY:

PROJECT/EMPLOYER (Name, Tel. No)	NATURE OF WORK	VALUE OF WORK AND PROJECT LOCATION	YEAR OF COMPLETION
		Value: _____ Location: _____	
		Value: _____ Location: _____	
		Value: _____ Location: _____	
		Value: _____ Location: _____	

Name of Tenderer:

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PROJECT/EMPLOYER (Name, Tel. No)	NATURE OF WORK	VALUE OF WORK AND PROJECT LOCATION	YEAR OF COMPLETION
		Value: _____	
		Location: _____ _____	
		Value: _____	
		Location: _____ _____	

ATTACH CONTRACTUAL AGREEMENTS OR APPOINTMENT LETTERS FOR EACH OF THE LISTED PROJECTS AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

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B8 REFERENCE LETTERS AND FINAL COMPLETION CERTIFICATES

The information supplied will be used to evaluate functionality. Non submission will influence the functionality score negatively.

Reference letters and Completion certificates must be submitted for the projects as listed under B7.

The format of the reference letters must be according to the format as supplied on the next page.

ATTACH REFERENCE LETTERS AND FINAL COMPLETION CERTIFICATES AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

TEMPLATE

REFERENCES LETTERS

The references must be provided in the following format:

Company	
Client Point of Contact & Tel Number	
Date of Project (From – To)	
Description of Project	
Role of bidder in project	

Was the project delivered on time? If not, why not?	Poor Score 1	Average Score 2	Met requirements Score 3	Exceeded requirements Score 4
Was the project delivered within budget? If not, why not?	Poor Score 1	Average Score 2	Met requirements Score 3	Exceeded requirements Score 4
Was the project delivered to the required satisfaction/quality to the Client? If not, why not?	Poor Score 1	Average Score 2	Met requirements Score 3	Exceeded requirements Score 4
Were there contract variations in the project? If yes, list them and the reason for them	Poor Score 1	Average Score 2	Met requirements Score 3	Exceeded requirements Score 4
Role of bidder in project	Poor Score 1	Average Score 2	Met requirements Score 3	Exceeded requirements Score 4

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

Would you use the Bidder/ JV Partners again?

- Yes
- No (reasons)

Overall Impression:

.....

.....

.....

.....

.....

.....

.....

Company Representative:

Position in Company:

Name of Tenderer:

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B9 SHORT CV'S, ID'S, QUALIFICATIONS AND APPOINTMENT LETTERS FOR KEY TECHNICAL STAFF

Short CV's with certified copies of the Identity Document, professional qualifications and appointment letter of each Key Technical Staff member, must be attached to this Schedule.

Do NOT include CVs for support staff.

Please Note:

A CV of the person of approximately 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

- Personal particulars
 - name
 - date and place of birth
 - place(s) of tertiary education and dates associated therewith
 - professional awards if any.
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) (Attach copies of each)
- Name of current employer and position in enterprise
- Overview of work experience (year, organization and position)
- Outline of recent assignments / experience that has a bearing on the scope of work

ATTACH CV'S, COPIES OF ID'S, PROFESSIONAL QUALIFICATIONS AND APPOINTMENT LETTER AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

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B10 THREE MONTH BANK STATEMENT OR CREDIT LETTER

A three (3) month bank statement or Credit letter from a registered financial institution indicating the availability of funds or credit to facilitate the project must be attached to this schedule.

ATTACH THREE MONTH BANK STATEMENT OR CREDIT LETTER AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

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B11 UTILITIES BILLS OR LEASE AGREEMENT

A utilities bill not older than three (3) months or lease agreement of the tendering entity must be attached to this schedule as proof of an established office of the entity in the Free State.

ATTACH UTILITIES BILLS OR LEASE AGREEMENT AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE

Name of Tenderer:

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B12: Annexure A: Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Initial:

Name of Tenderer:

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B13: Annexure B: Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Name of Tenderer:

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B14 JOINT VENTURE AGREEMENT

In the case of a Joint Venture or Consortia the Joint Venture Agreement or Consortia Agreement must be attached immediately after this page.

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM



Department of Agriculture and Rural Development - Free State Province

DARD/RFT 04/2022

RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

PART C: CONTRACT

Part C1: Agreements and Contract data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers for the provision of services as described in the Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for the amount determined in the priced activity list, in accordance with the *conditions of contract* identified in the Contract Data.

The tendered amount for the due and proper execution of the Works as outlined in this document is:

R

Amount in words:

.....

THE OFFERED TOTAL OF THE PRICED ACTIVITY LIST IS INCLUSIVE OF VAT *and is in accordance with the conditions of contract.*

Name of Tenderer:

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This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature
of witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) _____

Name(s) _____

Capacity Head of Department _____

For the Employer: Department of Agriculture and Rural Development, Free State
1stFloor, Chemistry Building
Gielie Joubert Street
Glen Agricultural Institute
Glen

Name & signature of witness _____ Date _____

Schedule of Deviations

No	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.2 Contract Data Part 1 Data by the Employer

PART 1: DATA PROVIDED BY THE EMPLOYER

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

-

- *NOTES*

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and document
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)

Name of Tenderer:

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34. Prohibition of restrictive practices

Initial: _____

General Conditions of Contract

1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the</p>
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	RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" means the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site," where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.

	<p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5 Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p>

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	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements,

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	<p>the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>

12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for

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	<p>eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subbidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly</p>

	<p>notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

	23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
24. Anti-dumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

	<p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>

32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34. Prohibition of Restrictive practices	<p>34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998,asamended,an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationshipand if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the publicsector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.</p>

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CONDITIONS OF CONTRACT SPECIFIC TO CONSTRUCTION WORKS

Variations, amendments and additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below.

The General Conditions of Contract (GCC) for Construction Works, Second Edition, 2010, as published by the South African Institution of Civil engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

The Pro Forms bound with the General Conditions of Contract, 2015, shall not apply to this Contract.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the GCC for Construction Works, Second Edition, 2010, are applicable to this Contract:

Compulsory Data

Clause 1.1.1.13 :

The defects Liability Period is 3 months as measured from the date of the Certificate of Completion.

Clause 1.1.1.14

The time for achieving Practical Completion of the whole of the Work is twelve (12) weeks.

Clause 1.1.1.15 :

The name of the Employer is: Free State Department of Agriculture and Rural Development (FSDARD)

Clause 1.1.1.26

The pricing Strategy is Re-measurement Contract.

Clause 1.2.1.2 :

The address of the Employer is:

Physical address: Main Admin Building
Gielie Joubert Street
GLEN
9360

Postal Address: Private Bag X01
BLOEMFONTEIN
9360

E-mail address: khumalof@dard.gov.za

Clause 5.3.1 :

The documentation required before commencement with Works execution are :

Health and Safety Plan (Refer to Clause 4.3)
Initial programme (Refer to Clause 5.6)

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Insurance (Refer to Clause 8.6)

Clause 5.3.2

The time to submit the documentation required before commencement with Works execution is 14 days.

Clause 5.8.1

The non-working days are Sundays

The special non-working days are :

- 1) Public holidays .
- 2) The year end break commences on 15 December 2022 and ends on 2 January 2023.

Clause 5.16.3 :

The latent defect period is zero (0) Months.

Clause 6.10.3

The limit of retention money is 10%.

Clause 8.6.1.1.2 :

The value of Plant and materials supplied by the Employer to be included in the insurance sum is not required.

Clause 8.6.1.1.3 :

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R50 000-00.

Clause 8.6.1.3

The limit of indemnity for liability insurance is .R3 000 000-00.

Clause 10.7.1

Mediation proceedings will not be applicable to this contract for the determination of disputes.

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.2 Contract Data Part 2 Data by the Contractor

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PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9 :

The name of the Contractor is :

Clause 1.2.1.2 :

The address of the Contractor is :

.....

.....

.....

E-mail address :

.....

Telephone number :

.....

Contact person :

.....

Cell number :

.....

Clause 1.1.1.14 :

The time for achieving Practical Completion is: as measured from the commencement date.

Clause 6.5.1.2.3 :

The percentage allowance to cover overhead charges is:

SIGNED ON BEHALF OF THE TENDERER:

DATE:

PART C: CONTRACT

C1 AGREEMENT AND CONTRACT DATA

C1.3 Performance Bond

C 1.3: PERFORMANCE GUARANTEE FROM AN APPROVED FINANCIAL INSTITUTION

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:.....

"Employer" means: FSDARD

"Contractor" means:

"Engineer" means: FSDARD: Engineering Services

"Works" means: **TENDER NO DARD/RFT 04/2022: RENOVATION AND REPAIRS
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"Site" means: The site as defined in Part C4 of the Tender document.

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount exclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever comes first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention what so ever to create an accessory obligation or any intention what so ever to create suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified as still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; or
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor, showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within 7 (seven) calendar days upon receipt of the first written demand to the Guarantor.

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9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:

DATE:

GUARANTOR'S SIGNATORY (1):

CAPACITY:

GUARANTOR'S SIGNATORY (2):

CAPACITY:

WITNESS SIGNATORY (1):

WITNESS SIGNATORY (2):

PART C: CONTRACT

C2 PRICING DATA

C2.1 Pricing Assumptions

C2.1 Pricing Assumptions

1. These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
2. The Bill of Quantities shall be read with all the documents which form part of this Contract.
3. The completed detailed pricing schedule shall form part of this tender submission and will be completed in **black ink or black type only**.
4. Bid price to be in South African currency, foreign exchange risk is for the account of the tenderer.
5. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
6. The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. All costs associated with compliance to the Occupational Health and Safety Act, the National Environmental Management Act and the Water Act must be included in the bidding price where applicable.
8. Only fixed and firm prices will be accepted. Non-fixed and firm prices (including prices subject to rates of exchange variations) will not be considered.

Note:

The bidder MUST inspect the Site/Building and familiarize themselves with the required scope of work to ensure all the necessary measurements are undertaken and that all required materials, equipment, resources, etc., is included in their FIXED PRICE.

9. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
10. The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.
11. Should the Bidder group a number of items together and bid one sum for such group of items, the single bidden sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
12. The bidden rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
13. All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.

14. All prices and rates entered in the Bill of Quantities must be excluding Value Added Tax (VAT). VAT will be added last on the summary page of the Bill of Quantities.
15. Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer. FSDARD reserves the right to reject over-priced bids. Please note lowest price bids does not guarantee selection, consideration will be given to the full evaluation criteria.
16. Arithmetical errors, omissions and discrepancies will be dealt with in accordance with 5.9 of the Tender data.
17. Where a particular make of item is specified, the words "or similar approved" shall mean approval by the client in writing.
18. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Bidder bids to do the work
- Amount : The quantity of an item multiplied by the bid rate of the (same) item
- Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
19. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

PART C: CONTRACT

C2 PRICING DATA

C2.2 Bill of Quantities

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, FREE STATE

BID NO.: DARD/RFT 04/2022

THE RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

C2.2 BILL OF QUANTITIES. (See the following: Scope of work and Applicable standardized and particular specifications and detailed Bill of Quantities)

SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARIES AND GENERAL	
2	SECTION B: FENCING, SHADE NET COVERING AND CONCRETE STRIPS OF PONDS (6&7& 8)	
3	SECTION C: FENCING, SHADE NET COVERING, SUPPLY CUSTOM MATERIALS AND CONCRETE STRIPS and ROAD SECTIONS OF PONDS (2&3& 4&5)	
TOTAL OF PRICED ITEMS		
PLUS : 5% CONTINGENCIES (calculated on TOTAL OF PRICED ITEMS) *1		
SUB TOTAL		
PLUS : 15% VAT (calculated on SUB TOTAL)		
TOTAL (CARRIED OVER TO FORM OF OFFER & FRONT PAGE)		

Note *1 : This contract can be awarded excluding Contingencies whereby this amount may only be utilized on written instruction by the Project Manager with approval by the client.

.....
TENDERER'S SIGNATURE

.....
DATE

.....
ON BEHALF OF COMPANY

Note: Failure to price any of the items will invalidate the bid. The Departmental representatives from the Department of Agriculture and Rural Development will negotiate with the successful bidder to ensure a balanced Bill of Quantities and approve the Bill of Quantities if necessary.

C2.2.1 BILL OF QUANTITIES

THE RENOVATION AND REPAIR OF EXISTING FISH PONDS AT ATDC

Section A: Preliminary and General

Item No.	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
A		Section A: Preliminary and General				
		Fixed-charge Items				
A1.1		Contractual requirements		Sum		
A1.2		Health and Safety				
A1.2.1		Health and Safety Plan		Sum		
A1.2.2		General Safety obligations		Sum		
A1.2.3		Risk assessment		Sum		
A1.3		Training in respect of Health and Safety		Sum		
A2		Site establishment		Sum		
A2.1		Environmental management				
		Work required for compliance which is not covered elsewhere		Sum		
Total Section A Carried to Summary						R

Section B: Ponds(6, 7,8)

Item No.	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
		SECTION B: FENCING, SHADE NET COVERING AND CONCRETE STRIPS OF PONDS (6&7& 8)				
B1		Remove existing Structure Remove material from site	SUM	1		
B2		Strip clearance	m ²	275		
B3		Excavation (concrete strip and posts)	m ³	57		
B4		Backfill and compaction	m ³	36		
B5		Concrete(concrete strip and posts) Strength concrete Grade 20 MPa/19 mm to all posts, stays and 1m wide concrete strip	m ³	21		
B6		New Fencing Supply and erect new fencing material: New 1.2 m high diamond mesh fence with one(1) pedestrian gate. Including all material, labour and transport.	m	130		
B7		Shade Net Covering (including sides) New Shade Net covering unit with cables, supports, anchors and one (1) entrance door of 0.9m x 2m. Including all material, labour and transport.	m ²	990 (Only top view, bidder must include costs for sides here)		
Total Section B Carried to Summary						R

Section C: Ponds(2, 3,4 &5)

Item No.	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
		SECTION C: FENCING, SHADE NET COVERING, SUPPLY CUSTOM MATERIALS AND CONCRETE STRIPS and ROAD SECTIONS OF PONDS (2&3& 4&5)				
C1		Remove existing steel poles Material to be stored on site	SUM	1		
C2		Strip clearance	m ²	580		
C3		Excavation (concrete strip and posts)	m ³	120		
C4		Backfill and compaction	m ³	78		
C5		Concrete(concrete strip and posts) Concrete, Strength 20 MPa/19 mm to all posts, stays and 1m wide concrete strip	m ³	43		
C6		New Fencing Supply and erect new fencing material: New 1.2 m high diamond mesh fence two (2) pedestrian gates and four (4) double (2) service gates. Including all material, labour and transport.	m	350		
C7		Shade Net Covering (including sides) New Shade Net covering unit with cables, supports, anchors and one (1) entrance door of 0.9m x 2m. Including all material, labour and transport.	m ²	4 600 (Only top view, bidder must include costs for sides here)		
C 8		Access Roads (3.5m) From existing roads to service gates Two(2) with pipes over channels. Including excavation and backfilling, all material labour and transport.	m	30		
Carried forward / ...						R

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

Section C: Ponds(2, 3,4 &5)

Item No.	Payment Clause	Short Description	Unit	Quantity	Rate	Amount R c
C9		<p>SECTION C: FENCING, SHADE NET COVERING, SUPPLY CUSTOM MATERIALS AND CONCRETE STRIPS OF PONDS and ROAD SECTIONS (2&3& 4&5)</p> <p>Out-let sluice gates and walk ways. Supply and install Balua wood sluices gates to all out-lets, eight (8) in total. Supply and install Balua wood covering for existing walk way frames with non-slip surface finish, four(4) in total</p>	SUM	1		
<p>Total Section C Carried to Summary</p>						R

PART C: CONTRACT

C3 SCOPE OF WORK

C3 Scope of Work

C3 Scope of Work**1. SCOPE OF WORK**

The project entails the repair and refurbishment of the Gariep Hatchery ponds.
A summary of the works to be executed are as follows:

- Installation of fencing and shade netting to prevent fish predation
- Gravel roads for removal of fish and handling.
- Concrete strips to prevent digging under the fencing
- Other miscellaneous works such as:
 - Supply custom made components and Installation of sluices gates (made to fit) and covering of existing walk way frames.

2. APPLICABLE STANDARDIZED AND PARTICULAR SPECIFICATIONS

2.1 The following Acts and Codes of practice are applicable to the Specifications included in this Bid Document:

- Standardized Specifications for Civil Engineering Construction – SANS 1200.
- National Building Regulations S.A.N.S. 0400.
- Building Regulations of Act 1977 (Act 103 of 1977).
- Occupational Health and Safety Act (83 of 1993)
- SANS 1200 AA :General (Small works)
- SANS 1200 C :Site clearance
- SANS 1200 DA :Earthworks (Small)
- SANS 1200 GA :Concrete (Small works)
- SANS 1083 :Aggregates from natural source
- SANS 457 :Timber column structures (If applicable)
- SANS1288 :Treatment of timber poles (If applicable)
- SANS 2408 :*Wire and Cables*
 - Act for Health and Occupational Safety
- Specific regulations and requirements of the local authority must be adhered to.

The Standardized and Particular Specifications are deemed to form part of the Bid document. The Bidder must make his own arrangements for obtaining the Specifications and keep copies of all listed Specifications on site during the construction period. Health and Safety records and registers must be kept on the site during construction.

2.2 General Specifications for all groups

- All materials used must be new.
- All rubble / building materials must be removed from the building site after completion of the building.
- All construction work to be carried out in compliance with the S.A.N.S. codes of practice and strictly to plans and specifications.
- The Bidder must inform the Representative of the Department at least 48Hrs, in writing beforehand about construction inspections to be done.

2.3 Detail Specifications

A. The following is the minimum specifications for all the fencing:

1. Fence Height = 1.2m
2. Maximum spacing of straining posts = 30m
3. Spacing of y-standard posts = 3m
4. Utilize stays on all corner, gate, and straining posts.
5. Cast 0.3m x 0.3m x 0.3m, 20MPa concrete foundations for all corner, straining and gate posts and stays. Use 0.5m x 0.5m x 0.5m foundations for service entrances.
6. Use 3.15mm Fully Galvanised straining wire
7. Use 3 strands of straining wire
8. Use fully galvanised 2mm binding wire to fix mesh to straining wire.
9. Position of the fencing is in the center of the 1 m concrete strip.
10. Concrete strip and fence are on the inside of the netting structure.

Material Details:

1. Mesh-Fully Galv. Diamond mesh 1200mm x 75mm x 2.5mm
2. Corner, straining and gate posts - Galv. Posts with caps 1.8m x 50mm x 2mm
3. Stays – Galv. stays 1800mm x 38mm x 2mm
4. Pedestrian Gates: Galv. security gates 0.9m x 1.2m x OD 50mm x 2mm
5. Service Gates: Galv. security gates 2.4m x 1.2m x OD 50mm x 2mm
6. Fix stays to posts with M12x150mm bolts, nuts and washers, HDG

B. The following is the minimum specifications for all the concrete strips:

1. Use 20 Mpa concrete
2. Concrete thickness = 100mm
3. Width = 1m
4. Excavate 300mm
5. Backfill and compact "berggruis" to layer of 200mm.

C. The following is the minimum specifications for all the shade net covering structures:

1. Use 20% Allnet black shade net.
2. Maximum spacing of 6m for support coumbs
3. Minimum height of structure is 2m at eave.
4. Provide turn buckles for all staining cables (for adjusting of tension in future)
5. Minimum cable diameter is 8mm.
6. Cable Tension = 1 830kg / 18.3kN (Min. = 1739kg / 17.39kN; Max. 1 922kg / 19.22KN)
7. All components should have a minimum lifespan of 25years.
8. Maximum allowable gaps are 3mm for the total structure, including shade net doors and channels.
9. Use double (2) service gates of 2.4m each
10. Use 0.9m pedestrian gates.(position will be indicated on site)

D. The following is the minimum specifications for all the access roads:

1. Width = 3.5m
2. Use concrete pre-cast kerb blocks for sides
3. Excavate 200mm

4. Use similar gravel as for existing roads and compact in 100mm layers
5. Install pipes where roads cross existing channels.

- See Bill of Quantities (Annexure 1), and tender document for additional specifications.
- Bidders must confirm dimensions during briefing session and obtain additional measurements required.
- During implementation the Contractor will be requested to submit proposals for some of the items specified, which will have to be approved by the department before procurement.

Group 1 (Section B)

Remove existing covering and associated structures (Remove old Material from site) and supply and installation of new fencing and shade net covering with supports, support cabling and anchoring. Casting of concrete strip under fencing and on islands:

Pond 6 (30 m x 20 m each)

Pond 7 (30 m x 20 m each)

Pond 8 (30 m x 20 m each)

Shade net and fencing must cover group as a single unit.

Group 2 (Section C)

Remove existing Y-standards (Iron poles) and associated structures (old Material will be stored on site for future use) and supply and installation of new fencing and shade net covering with support cabling and anchoring. Casting of concrete strip under fencing and on islands. Construct gravel roads to service gates:

Ponds 2 and 5 (40 m x 25 m each)

Ponds 3 and 4 (25 m x 25 m each)

Shade net and fencing must cover group as a single unit.

PART C: CONTRACT

C4 SITE INFORMATION

C4 Site Information

Name of Tenderer:

DARD/RFT 04/2022: RENOVATION AND REPAIRS OF EXISTING FISH PONDS AT ATDC, GARIEP DAM

C4 Site Information

The Existing Fish Ponds must be renovated and repaired at (ATDC) near Gariep Dam. Ponds will be utilised for Fish production. Coordinates: S 30.62628°; E 25.47266°

Note: Plan GHR 000 / Pond Layout is only for information, if there is differences in the Scope of Work, the specification document will be conclusive.

LIST OF DRAWINGS

Drawing No.	Description	Annexure
GHR 000	Pond Layout	Annexure 1

Annexure 1



Initial: _____