



## **KWAZULU-NATAL PROVINCE**

**AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA**

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

**QUOTATION No: R/S/2122/1993**

#### **DESCRIPTION OF SERVICE:**

**REQUEST FOR PROPOSAL FOR TIMBER CLEARING AND HARVESTING SERVICES TO REMOVE UNMANAGED AND UNWANTED TIMBER-ON THE KOKSTAD RESEARCH STATION.**

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

#### **Prequalifying Criteria**

- (i) BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) EME or QSE (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)

#### **Compulsory briefing session**

Venue	Department of Agriculture and Rural Development Kokstad Research Station
Date	25-10-2022
Time	10:00

#### **Return of Bid:**

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

Tel: **(033) 355 9109** before **11:00** am on the closing date: **01 November 2022**

#### **Issued by:**

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

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	R/S/2122/1993	CLOSING DATE:	01/11/2022	CLOSING TIME:	11:00 AM
DESCRIPTION	Request for proposal for timber clearing and harvesting services to remove unmanaged and unwanted timber on the Kokstad Research Station.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development					
Supply Chain Management					
1 Cedara Road					
Cedara, 3200					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms Nonjabulo Shezi		CONTACT PERSON	Mr J Van Rensburg / Mr S.V Shamase/	
TELEPHONE NUMBER	033 - 355 9109		TELEPHONE NUMBER	0333559328 / 0769410338	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Nonjabulo.shezi@kzndard.gov.za		E-MAIL ADDRESS	Johan.Vanrensborg@kzndard.gov.za / Sikhumbuzo.Shamase@kzndard.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:  
 .....  
 .....

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

**3 DECLARATION**

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bid

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
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**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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



**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (vii) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I undertake to make payment for the goods/works as specified in the bidding documents.
- 6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
3.	.....
DATE:	.....

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

- 1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

- 3. I confirm that I am duly authorised to sign this contract.

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. ....

4. ....

DATE .....

## TERMS OF REFERENCE

### **REQUEST FOR PROPOSAL FOR TIMBER CLEARING AND A HARVESTING SERVICES TO REMOVE UNMANAGED AND UNWANTED TIMBER-ON THE KOKSTAD RESEARCH STATION**

#### **1. INTRODUCTION**

- 1.1. The KwaZulu-Natal Department of Agriculture and Rural Development has various research stations on which it conducts research on commodities, one of which is the Kokstad Research Station. Over the years, the lands on the Research Station have become invaded with commercial timber species from old and from surrounding plantations.
- 1.2. Since these seedlings and trees are unwanted, and are occupying lands on which potentially grass or pastures could be grown, the Department seeks to remove the unwanted timber from the station.

#### **2. OBJECTIVES**

- 2.1. To clear infested lands on the research station from unwanted trees.
- 2.2. To enter into an agreement with a **Registered and experienced timber harvesting contractor** to clear and harvest approximately 59 ha of unwanted tree species on the Kokstad Research Station.
- 2.3. To allow the service provider, as part of his/her compensation, to remove some 527 valuable pine trees for marketing purposes.

#### **3. SCOPE OF SERVICES**

- 3.1. The general scope of work is the following (details will be provided later in the document):
- 3.2. Clearing and harvesting of 59 ha of lands infested by unwanted tree species (wattle, blue gum, cypress and poplar) irrespective of the size of the trees, according to identified and specified sections of land.
- 3.3. Removal for sale of approximately 527 of high value mature pine trees.
- 3.4. Clearing /opening up of extraction roads by the contractor.
- 3.5. Cut trash (timber with no monetary value to the contractor and KZNDARD) in manageable pieces as to be able to windrow such material.
- 3.6. Windrow all trash in a North-South direction.
- 3.7. Treat all possible timber re-growth with a coloured-colour fast growth inhibitor.
- 3.8. Keep records of loads and species of trees removed per load.
- 3.9. Keep records of Weigh Bridge notes/printouts.
- 3.10. Pay KZNDARD as per agreement for tonnage harvested per tree species.

#### 4. SITE LOCATION

- 4.1. Kokstad research Station is situated in Kokstad Local Municipality in the Harry Gwala District Municipality.
- 4.2. Site Coordinates: 29°32'24.14"S 30°16'3.67"E.

#### 5. DEFINITIONS OF COMMON SPECIAL TERMS OR ABBREVIATIONS IN THIS DOCUMENT

- KZNDARD:** The KwaZulu-Natal Department of Agriculture and Rural Development
- TOR:** Terms of Reference
- CONTRACTOR:** A representative of a South African company that submits a Proposal/Quotation for this TOR.
- SUPPLIER:** Also known as a Service Provider or Contractor. A South African company, meeting the Proposal/Quotation conditions as set out in this document, which may qualify to be awarded a contract to remove unwanted trees on the Kokstad Research Station and in the process gets compensated by marketing the timber harvested.
- MAIN OFFICE:** Engineering Building, Cedara
- END-USER:** The individual or dedicated official who initially compiled and requested the timber harvesting contract.
- CLEAR:** Clear or clearing of timber implies cut, fell, treat with coppice preventative chemicals and windrow trash.
- HARVEST** Harvest refers to timber being cut down and removed from site to be marketed. No harvested timber to be returned.

## PROJECT SPECIFIC SPECIFICATIONS (PSS) cont.

### **REQUEST FOR PROPOSAL FOR TIMBER CLEARING AND A HARVESTING SERVICES TO REMOVE UNMANAGED AND UNWANTED TIMBER-ON THE KOKSTAD RESEARCH STATION**

#### **1. SCOPE OF WORK**

- 1.1. Area to be cleared and harvested: Please refer to the specifications and map. Total area 59 ha.
- 1.2. Approximate number of pine trees to be harvested is 527 mature trees. Pine trees to be harvested will be clearly identifiable.
- 1.3. Site establishment to be within the area of timber to be harvested. Be aware of fire risk.
- 1.4. Clear/ open up extraction roads. Siting will be done in conjunction with the End-user/ Farm Manager.
- 1.5. Clear all non-pine timber, irrespective of size, according to identified and specified sections of land (blocks). A number of larger trees will be excluded from harvesting, since they will serve as protection against severe weather conditions for farm animals and game.
- 1.6. Harvest all timber to be marketed.
- 1.7. Cut trash (timber with no monetary value to the contractor and KZNDARD) in manageable pieces as to be able to windrow such material.
- 1.8. Windrow all trash in a North-South direction (do not burn any trash!)
- 1.9. Keep roads/driveable areas clear of trash.
- 1.10. Treat all possible timber re-growth with a colour-fast growth/ coppice inhibitor.
- 1.11. Keep records of loads of tree species removed (Gate Records).
- 1.12. Keep records of Weigh Bridge notes/printouts.
- 1.13. Only harvest dedicated sections of pine trees, following completion of clearing of related block of invasive timber.
- 1.14. On completion of the contract, do final inspection with KZNDARD representatives.
- 1.15. Clean-up camp and vacate site (remove all items and materials brought to site by the contractor).
- 1.16. Submit a Closeout Report before departing from site.

#### **2. RECORD KEEPING OF MARKETABLE HARVESTED TIMBER**

- 2.1 Accurate on-site record keeping is required to ensure KZNDARD is correctly paid/reimbursed for marketable timber removed from the Kokstad timber site.
- 2.2 Only one gate, "Timber Gate", (to enter and exit) will be used by the timber trucks.
- 2.3 This gate will be attended to by security staff contracted by the Department.

**3. TWO (2) SETS OF RECORDS WILL BE KEPT:**

**3.1 A Research Station Gate Record book *(to be supplied by the contractor before harvesting starts)***

- a) The contractor must generate a numbered, triplicate, carbonized Gate Record book for daily use.
- b) Minimum contents on each page must be the following (to be agreed with the End-user):
  - i. Date and time
  - ii. Truck registration number
  - iii. Driver details and signature
  - iv. Species of timber (tick box: Gum, Wattle, Popular, Cyprus and Pine).
  - v. No species mixed load will be allowed
  - vi. Estimated Load size in Tons
  - vii. Security guard details and signature
- c) The Gate Record book must be left with the Security Officer at the dedicated timber gate.
- d) The truck driver must complete the relevant page per truck load, which will then be checked by the security guard and signed by both.
- e) The original page and second page for every trip must be handed to the truck driver at the Timber gate.
- f) The second page will be submitted to KZNDARD at month-end together with other payment documentation.
- g) The third page must remain in the Gate Record book.

**3.2 Saw Mill/ Weigh Bridge records**

- a) This will be the document(s) generated by the saw mill on delivery of the marketable timber to the saw mill.
- b) The contractor will retain these records for month-end purposes.

No.	DESCRIPTION OF SPECIFICATION OR ASPECT
1	Made an offer to purchase scrub timber of Wattle, Gum and Popular at Kokstad Research Station.
2	The contract period is for a maximum of 365 days from the date on the Purchase Order.

3	Selected Pine trees from windbreaks are included in the contract (only unmarked trees may be harvested). Number of pine trees to be harvested, see below.
4	Areas designated for clearing and harvesting are estimated as per the attached map: As = 24ha plus Ap = 126 trees Bs = 12ha plus Bp = 134 trees Cs = 12ha plus Cp = 152 trees Ds = 11ha plus Dp = 115 trees (s = scrub = approx. 59ha) (p = Pine = 527 trees).
5	Clearing and harvesting of the scrub trees will be done according to a specific schedule with clear milestones, As to Ds.
6	Harvesting of the higher value Pine tree sections (for example Ap), will only be allowed after a related section of scrub (As) has been properly cleared and re-growth inhibited/treated. A site inspection and <b>signing-off</b> of that specific scrub section will be required <b>before the related Pine section may be harvested.</b>
7	Clearing of scrub timber is defined as: cut, fell, stump, coppice inhibitor application and windrow placement.
8	All trees, saplings and re-growth included, within the demarcated areas (mapped area) must be cleared. Any old/big tape-marked trees are not to be cut down.
9	All timber material not removed/harvested by the <b>supplier/contractor</b> , must be stacked in windrows of about 3m wide, in a north to south direction. Unwanted timber logs must be cut into manageable sizes (2m long) and be placed below, with trash on top of the timber.
10	Saplings to be cut at ground level and all mature trees at a height not higher than 300mm above ground.

NO.	DESCRIPTION OF SPECIFICATION OR ASPECT
11	The stems of wattle and gum trees cut down, must immediately be painted/sprayed with a colour-fast re-growth/coppice inhibitor herbicide (cost for the contractor's account).
12	Give the trade name and active ingredient of the coppice inhibitor herbicide you intend to use. .....



13	No timber to be planked on the Kokstad Research Station site.
14	A temporary contractor site office may be erected within the designated scrub area. Access and extraction roads might have to be cleared by the contractor.
15	Any site establishment and extraction road clearing costs will be for the contractor's account.
16	All contracting machinery must remain within the working/designated area. It may not be parked or serviced at the Departmental workshop or office area.
17	The contractor is responsible to supply all the required harvesting equipment, such as chain saws, bell loaders, trucks and trailers, etc. Please indicate what equipment you have within your company/business to safely execute the contract:
18	No fuels and lubricants (diesel and oils) may be dumped in the designated areas or Research Station grounds.
19	"Domestic" rubbish/refuse, must be kept in drums (210L) with baboon proof lids. Refuse drums will be emptied on a weekly basis by Departmental staff. Refuse containers/drums will be for the cost of the contractor.
20	There are no water, electricity and ablution facilities in these designated areas. Any of these will be for the contractor's account. Water for fire fighting may be sourced on the Station. Limited quantities of potable water may also be sourced from the Research Station at no cost.
21	Security for staff, machinery and equipment to be provided by the contractor at the contractor's cost.
22	The contractor must be registered with SAFCO and <b>have a valid comprehensive insurance certificate.</b> <b>Please attach:</b> <ul style="list-style-type: none"> <li>• a valid copy of SAFCO registration certificate</li> <li>• a valid copy of a comprehensive insurance certificates.</li> </ul>
23	The contractor will have to <b>sign an indemnity</b> to safeguard the Department against damages, loss, injuries, etc.
24	The contractor must make the necessary fire control arrangements and have the necessary fire fighting equipment available on site <b>at all times</b> to combat and extinguish unexpected fires.
25	The contractor is responsible for the working safety of his staff and must therefore comply with all laws and regulations pertaining to timber harvesting - must be OHS compliant.
26	A maximum of two persons (contractor's security staff) may temporarily reside at night on the work site to safeguard equipment and other.

27	If to be the case, the contractor to provide suitable temporary facilities for their security staff.
28	Extraction roads to the Timber gate must be chosen in an environmentally sensitive way and be agreed upon with the End-user (Farm Manager).
29	The Department must be informed well in advance of any fences at risk to be damaged by felling of trees. If informed, the Department will remove and re-erect these fences when safe. Fences damaged by the contractor will have to be repaired/fixed by the contractor at his own cost.
30	No timber clearing and harvesting will be allowed on Saturdays, Sundays or public holidays.
31	If the contractor vacates the site prematurely before the work, as per the contract, has been completed, the contractor will be held liable for the costs to clear - cut, fell, apply coppice inhibitor and windrow the <b>remainder</b> of the scrub.

## 6. GENERAL

- 6.1. The Contractor shall be familiar with- and apply all standard practices as applied in the tree felling & pruning industry.
- 6.2. All work must be completed to the satisfaction of the Project Manager and any questions as to proper procedures- or quality of workmanship will be resolved by the Project Manager.

## 7. DAMAGES

- 7.1. The Contractor shall inform the Project Manager of any damages caused by the contractor's operations, on the day that such damages occur.
- 7.2. Any damage to property, as the result of the Contractor's operations, shall be the responsibility of the Contractor.
- 7.3. Should the damage not be rectified within the time agreed upon or to the satisfaction of the Project Manager, the Overstrand Municipality reserves the right to repair or replace that which was damaged and deduct these costs from any payment due to the Contractor.

## 8. SAFETY

- 8.1. All reasonable care shall be taken to prevent injury to people or damage to property by ensuring that equipment is properly maintained and regular safety checks performed to ensure they are in good working order and equipped with the required safety devices.
- 8.2. The Contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the contract, to protect motorists

and pedestrians. All placements of cones, signs and barricades must conform to the Traffic Safety Standards.

- 8.3. The Contractor shall neatly stack all branches and debris so as not to endanger or interfere with vehicular or pedestrian traffic.
- 8.4. Any accident, however minor, shall be verbally reported to the Project Manager followed by a written report within 24 hours of the incident.

## **9. LEGISLATION**

- 9.1. All work shall comply with National, Provincial and Municipal legislation including the most current revision of the Occupational Health and Safety Act. The onus is on the Contractor to familiarize himself/herself

## **10. IMPLEMENTATION TIMETABLE**

- 10.1. Work shall commence within 5 days of receipt of an official order (unless otherwise arranged with the Project Manager).
- 10.2. The Contractor must provide- and agree with the Overstrand Project Manager on a works programme showing the start & finish date after receiving an official order.
- 10.3. Work must be completed in accordance with the approved works programme,

## **11. REVENUE GENERATING (*If applicable to the PROPOSAL*)**

- 11.1. Pay KZNDARD as per agreement for tonnage harvested per tree species. The contractor will solely be responsible for (some examples): payment of labour, site establishment, extraction road clearing, cutting, felling, chemicals, coppice inhibitor treatment, windrowing, harvesting (inclusive of transportation), recordkeeping and marketing of the timber.
- 11.2. Payments made by the contractor to KZNDARD, will be based on the following as agreed upon:
  - 11.2.1. Gate records
  - 11.2.2. Weigh Bridge records
  - 11.2.3. Rates payable as per accepted Bidder price per ton of tree species.
- 11.3. Payment shall be made in the currency of the Republic of South Africa.
- 11.4. Proof of payment shall require the following:
  - 11.4.1. Research Station Gate Records of truck loads of timber in sequential order (numbered order).
  - 11.4.2. Weight Bridge notes in date order.

- 11.4.3. The name, address and SAFCO registration number of the supplier delivering the wood.
- 11.4.4. Purchase Order number.
- 11.4.5. Tax details.
- 11.4.6. Date of payment
- 11.4.7. Period of payment to the Department (first date of the month to last date of the month)
- 11.4.8. Total amount paid.

## **12. PAYMENTS TO CONTRACTOR**

- 12.1. The principle of this contract is that the value of the harvested timber, especially the pine trees, will off-set the expenses of the contractor; **it is therefore important to understand that KZNDARD will not pay the contractor for services rendered** – the value of the harvested trees will be the contractor's monetary compensation for clearing and harvesting the unwanted timber.

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

- 13.1. The clearing of the trees has to be completed in 365 days, calculated from the date on the appointment letter.
- 13.2. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within fourteen calendar days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 13.3. The Department, upon receipt of such written application, may extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.
- 13.4. The date of completion will be extended in writing, only to the extent approved by the Department.

## **14. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION**

- 14.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay.
- 14.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs to complete the work as originally agreed upon.

## **SPECIAL TERMS & CONDITIONS (STC)**

### **REQUEST FOR PROPOSAL FOR TIMBER CLEARING AND A HARVESTING SERVICES TO REMOVE UNMANAGED AND UNWANTED TIMBER-ON THE KOKSTAD RESEARCH STATION**

#### **1. INTRODUCTION**

- 1.1 Contractors must ensure that they are fully aware of all the Terms and Conditions contained in this proposal document. Only Contractors that fully meet the prequalification shall be considered.
- 1.2 The Contractor is required to check the number of consecutively numbered pages. Should any found to be missing or in duplicate, or the text or figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Contractor must ascertain the true meaning or intent of the same prior to the submission of his/her Proposal. No claims arising from any incorrect interpretation will be admitted or entertained.

#### **2. ACCEPTANCE OF PROPOSAL**

- 2.1 The Department is under no obligation to accept any proposal.

#### **3. AMENDMENT OF CONTRACT**

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

#### **4. AWARD**

- 4.1 An award will be made to a contractor who will submit the proposal which best suits the needs of the department, i.e. revenue generating/ value add.

#### **5. BASIS OF QUANTITIES**

- 5.1 Quantities and extent of the work are as reflected project specification above.

#### **6. BBBEE CERTIFICATE**

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

## **7. CHANGE OF ADDRESS**

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

## **8. COMPETENCY OF THE CONTRACTOR/ SERVICE PROVIDER**

- 8.1 The supplier must have in his/hers employ highly qualified staff with expertise to render the minimum required services as defined in scope of work.
- 8.2 The supplier must have the capacity to provide all required funding, staffing, equipment and consumables as to successfully execute the specified proposal.
- 8.3 **It will be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute the timber harvesting exercise as per terms and conditions of the contract.**

## **9. COMPULSORY SITE BRIEFING AND INSPECTION**

- 9.1 A compulsory timber site briefing and inspection will be required for the Contractors to acquaint themselves regarding the nature of the timber product and the harvesting contract. Contractors not having attended the compulsory site inspection, will be excluded and disqualified from the bidding process.
- 9.2 KZNDARD reserves the right to conduct a site inspections of the contractor's timber harvesting equipment as per submitted Proposal/Quotations. The purpose of the site inspections will be to confirm compliance with the availability of harvesting equipment to successfully execute the timber harvesting operation. Where the validity and accuracy of the information submitted in the Contractor/service provider's proposal/quotation document cannot be confirmed during the site visit, the Contractor/service provider will be disqualified.

## **10. ENTERING OF DEPARTMENTAL PREMISES**

- 10.1 Timber clearing and harvesting/work on site will be limited to Departmental official working hours ONLY.
- 10.2 No truck will be allowed to remove harvested timber from the Kokstad timber site outside of official working hours, being 07h45 to 16h15 on weekdays (Mondays to Fridays), excluding holidays.

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

## **11. IRREGULARITIES**

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

## **12. JOINT VENTURES**

12.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate proposal.

12.2 Should this proposal be submitted by a joint venture, the joint venture agreement must accompany the proposal document before the closing date and time of proposal. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

12.3 The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.

12.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the proposal before the closing date and time of proposal.

12.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this proposal and who will be responsible for the payments to be made to the Department.

12.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

## **13. LATE PROPOSALS**

13.1 Proposals are late if they are received at the address indicated in the proposal documents after the closing date and time.

13.2 A late proposal shall not be considered and, where practical, shall be returned unopened to the Contractor, accompanied by an explanation.

#### **14. NOTIFICATION OF AWARD OF PROPOSAL**

14.1 The successful Contractor shall be notified by an appointment letter.

#### **15. PERIOD OF CONTRACT**

15.1 This is to follow the signing of the SLA and to commence from the appointment letter.

15.2 The contract is to end/expire at 365 days from the date on the Purchase Order. If the Contractor satisfactorily concluded the work earlier, a project closeout could be arranged earlier.

#### **16. PRE-QUALIFICATION CRITERIA**

16.1 Only Contractors who meet both of the following prequalification criteria may respond:-

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

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

16.2 Contractors must submit documentary proof of compliance with the above prequalification criteria.

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

#### **17. SUPPLIERS DATABASE REGISTRATION**

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

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

**NB: If a Contractor is found to be employed by the State, he/she shall immediately be disqualified.**



## **18. TAX AND DUTIES**

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

## **19. TAX COMPLIANCE PIN**

19.1 The Contractor must submit a valid Tax Compliance Pin with the proposal. Contractors should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

19.2 Where a Tax Compliance Pin is not submitted with the proposal, the Department shall use the Central Supplier Database to verify the tax matters of the Contractor.

## **20. UNSATISFACTORY PERFORMANCE**

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

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

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

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

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

24.3.3. To call for new Proposals/quotes, or otherwise continue with another Contractor or Contractors for the completion of the Works who has tendered/quoted for the work, or any part thereof, at such times and upon such terms as to the Department shall deem best.

20.4 In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the

Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

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

## **21. VALIDITY PERIOD OF PROPOSAL AND EXTENSION THEREOF**

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

## **22. VALUE ADDED TAX (VAT)**

22.1 Proposal prices must be inclusive of 15% VAT.

22.2 Contractors who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Contractors who meet the above requirement must register as VAT vendors, if successful, within one month of award of the proposal.

22.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

## **23. CONTRACT AWARD AND SERVICE LEVEL AGREEMENT**

23.1 Notification of the intention to award the SLA shall be in writing by a duly authorized official of the Department of Agriculture and Rural Development, Supply Chain Management (SCM). The written acceptance of an offer constitutes a legal and binding contract.

23.2 Following acceptance of the offer by the successful Contractor/service provider they will be issued with a draft SLA for evaluation.

23.3 After receipt of the draft SLA, the supplier's representative may negotiate amendments to the draft SLA with the end-user's legal representative, provided these are not in conflict with the terms of reference (TOR, this document).

23.4 Once consensus has been reached, the final SLA will be generated where after the supplier or their representative must sign the SLA and courier it to the address of the SCM Directorate and the accounting officer of the KZNDARD.

23.5 The accounting officer of the KZNDARD or designated representative will then sign the SLA to commence award of the contract and to generate a Purchase Order.

23.6 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS – where applicable) and the Project Specific Specifications (PS) as listed in this proposal document, together with the Drawings, are deemed to form part of the SLA.

## **24. COMMENCEMENT OF THE WORK**

24.1 Site hand-over must take place within a week following the date on the Purchase Order. Site establishment must start within two (2) weeks after site handover. Actual works must start within four (4) weeks after site handover, provided that;

28.1.1. An SLA has been drawn up and signed;

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

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

24.2 In case work has not commenced within four (4) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract with immediate effect.

## **25. HANDOVER OF SITE TO CONTRACTOR**

25.1 The Department will organize a site hand-over to the contractor who will then be introduced to the relevant Kokstad Research Station staff.

25.2 The site will be handed back at works completion after a final inspection by the End-user

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

## **26. WATER AND POWER**

26.1 The Contractor shall make the necessary arrangements for the provision of any water and power needed. No payment will be made for the provision of these services.

## **27. LOCATION OF CAMP**

- 27.1 The Contractor's camp may be erected on the site of the works, but must meet the approval of the Farm Manager and DD: Farm Services.
- 27.2 The Contractor is responsible for the administration, control and security on the work site and camp at all times during the contract duration.
- 27.3 No persons other than two security staff may sleep in the camp, without the written approval of the Farm Manager and DD: Farm Services.

## **28. HOUSING OF CONTRACTOR'S EMPLOYEES**

- 28.1 The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the work site.
- 28.2 The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof and no extension of time due to any delays resulting from this, will be granted.

## **29. LABOUR SOURCE & CAPACITY**

- 29.1 The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.
- 29.2 The contractor is encouraged to, where possible, source labour from the local community. The Contractor will solely be responsible for such arrangements and agreements. The Department will in no way be involved in such an exercise.
- 29.3 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

## **30. SECURITY & RISK**

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

## **31. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY (where applicable)**

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

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

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

### **33. DAMAGE TO PROPERTY**

- 33.1 If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed
- 33.2 The Contractor shall take every precaution against damage or nuisance being caused by dust, both to the properties of the Department and all surrounding properties and shall indemnify the Department against any claim that might arise there from.

### **34. UNDERGROUND CABLES AND PIPES**

- 34.1 If such services are discovered, immediate notification must be made to the Farm Manager and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 34.2 Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor or his appointed service provider/specialist.
- 34.3 The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

### **35. DAILY RAINFALL RECORDS**

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

### **36. INSPECTION OF WORK**

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

### **37. SUB-CONTRACTED WORK**

- 37.1. The contractor shall not sub-contract the entire contract. The contractor must be well equipped, having all the required equipment needed to safely execute the clearing and harvesting process – no clearing or harvesting related assistance can be expected from the Kokstad Research Station, nor its staff.

### **38. INSURANCE**

- 38.1. All accepted approved contractors would be required to provide the following insurance's for the project awarded to them:

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

- 38.2. The Contractor shall provide the Department with proof that Insurance has been obtained for the contract period.**

### **39. OCCUPATIONAL HEALTH AND SAFETY**

- 39.1. Contractors (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Contractor) must ensure that they make adequate financial provision in their planning for full compliance with the Occupational Health and Safety Act (85/1993): Construction Regulations, 2014, as published in the Government Gazette of 7 February 2014, or later amendments thereto.

- 39.2. Financial provision shall therefore be made by each Contractor for, inter alia, the following:
- 39.2.1. Appointing his/her own OHS officer for the duration of the project.
  - 39.2.2. Carrying out and documenting risk assessments of all work to be carried out under the contract.
  - 39.2.3. Preparation of safe work procedures.
  - 39.2.4. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
  - 39.2.5. Preparation of a Project H&S File to include all requirements of Annexure A.
  - 39.2.6. Regular updating of all of the foregoing..
  - 39.2.7. Provisioning of PPE and protective clothing to employees
  - 39.2.8. Complying with all H&S requirements for the duration of the contract.
  - 39.2.9. Provision of forced ventilation (as required when working in confined spaces).
  - 39.2.10. The completion and checking of the safety file upon completion of the works and handing it over to the Department.
  - 39.2.11. Compliance with the National Veld and Forest Fire Act 101 of 1998.
  - 39.2.12. Compliance with regulations Made under section 27(2) of the Disaster Management Act, 2002:
  - 39.2.13. Measures to address, prevent and combat the spread of COVID -19 in certain workplaces in the republic of South Africa.
- 39.3. To enable the Department to appraise the allowances that Contractors have made for H&S in their planning, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.
- 39.4. Failure to here to the scheduled H&S items, is likely to prejudice the proposal.
- 39.5. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.

**Table 1 – OHS Requirements and submission dates**

<b>PAM Item No.</b>	<b>Requirement</b>	<b>OHSA Requirement</b>	<b>Submission Date</b>
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan

2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	On commencement of construction.

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

39.7. The Contractor shall pay particular attention to watching and forewarning about lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

#### **40. INJURY TO PERSONS**

39.8. The Contractor shall be liable for and shall indemnify the Department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

39.9. The contractor will be solely responsible for the safety of all workers on site.

39.10. The contractor must meet all of the timber harvesting industry's rules and regulations.



**PART D**  
**PROPOSAL DISQUALIFYING FACTORS**

**All proposals received shall be evaluated on the following phases of evaluation:**

- (i) Stage one: Pre-qualification Criteria
- (ii) Stage two: Administrative Compliance
- (iii) Stage three: Price and BBEE (*If applicable to the proposal*)

**1. Only proposals that who meet both of the following **Prequalification Criteria** shall be considered:**

- (i) BBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and
- (ii) An EME or QSE (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017);

**2. Compulsory administrative compliance requirements that must be submitted with the proposal:**

- 2.1. Proposals must meet the **Special Terms and Conditions** in all aspects as stipulated in the proposal document.
- 2.2. A letter of good standing for COIDA (Workmen's Compensation Fund) from Department of Labour not older than 12 months
- 2.3. Proof of Public Liability insurance

**3. Correctness of information as per SBD 3:**

- 3.1. All information required in the proposal document must be accurate and duly completed including all the appropriate signatures.
- 3.2. Use of correction fluid is prohibited.
- 3.3. Any alterations must be initialed.
- 3.4. Under no circumstances may proposal forms be retyped or redrafted.
- 3.5. Central Suppliers Database registration number

**NB. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in disqualification.**

**Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than six (6) months.**

**Failure to comply with this requirement shall invalidate the proposal submitted.**