



## agriculture & rural development

Department:  
agriculture  
& rural development  
**PROVINCE OF KWAZULU-NATAL**

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

**BID No: ZNB 4305/19A**

**DESCRIPTION OF SERVICE: APPOINTMENT OF A SERVICE PROVIDER FOR CONCRETE WORKS AND THE CONSTRUCTION OF A SECONDARY CONTAINMENT BUND FOR DIESEL FUEL AT DUNDEE RESEARCH STATION NEAR DUNDEE**

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

#### **Compulsory briefing session**

Venue	Department of Agriculture and Rural Development Dundee research station
Date	27-11-2019
Time	11:00

#### **PREQUALIFICATION CRITERIA**

Only tenderers who meet the following prequalification criteria may respond: -

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

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

Bid 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) 343 8225** before **11:00** am on the closing date: **12 DECEMBER 2019**

#### **Issued by:**

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

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**Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing**

**SECTION A  
PART A  
INVITATION TO BID**

**SBD1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNB 4305/19A	CLOSING DATE:	12/12/2019	CLOSING TIME:	11:00 AM
DESCRIPTION	Appointment of a Service Provider for concrete works and the construction				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development					
Supply Chain Management					
1 Cedara Road					
Cedara, 3200					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr M Ndlela		CONTACT PERSON	Mr A AM Sadie	
TELEPHONE NUMBER	033 343 8225		TELEPHONE NUMBER	076 8775396	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Mandla.ndlela@kzndard.gov.za		E-MAIL ADDRESS	n/a	
<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
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<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		
<b>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.</b>					

**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 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:.....

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE  
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

PRICING SCHEDULE

NAME OF BIDDER: _____	BID NO.: <b>ZNB 4305/19A</b>
CLOSING DATE: <b>12/12/2019</b>	CLOSING TIME <b>11:00</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
<b>ZNB 4305/19A</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR CONCRETE WORKS AND THE CONSTRUCTION OF A SECONDARY CONTAINMENT BUND FOR DIESEL FUEL AT DUNDEE RESEARCH STATION NEAR DUNDEE</b>	

Official company stamp

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
  
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative:.....
  - 2.2 Identity Number .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number:.....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**



2.10.1 If so, furnish particulars

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars.....

.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Number / Employee Peral Number</b>

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS  
CORRECT. ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN  
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD  
THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted .....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
---	-----------------	-----------------

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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

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

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

**2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
  - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
  - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
  - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
  - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %



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

(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

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

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the**

**formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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





## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

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

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

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
<b>(E9) Total local products (Goods, Services and Works)</b>			R 0

(E10) <b>Manpower costs</b> (Tenderer's manpower cost)	R 0
(E11) <b>Factory overheads</b> (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12) <b>Administration overheads and marketing</b> (Marketing, insurance, financing, interest etc.)	R 0
<b>(E13) Total local content</b>	R 0

**This total must correspond with Annex C**

Signature of tenderer from Annex B

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

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

**COMPULSORY OFFICIAL BRIEFING SESSION CERTIFICATE**

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

**Bid No: ZNB 4305/19A**

**SERVICE: APPOINTMENT OF A SERVICE PROVIDER FOR CONCRETE WORKS AND THE CONSTRUCTION OF A SECONDARY CONTAINMENT BUND FOR DIESEL FUEL AT DUNDEE RESEARCH STATION NEAR DUNDEE**

---

THIS IS TO CERTIFY THAT (NAME): .....

ON BEHALF OF: .....

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

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

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

**DATE:** .....

.....  
**NAME AND SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**

**DATE:** .....

**DEPARTMENTAL OFFICIAL STAMP:**

**AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Director.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1.....

2.....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as.....

.....

**SIGNATURE**..... **DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as ..... hereby authorise .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation).....  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:**

.....  
(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES: 1**.....

**2**.....



**F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners  
on.....20.....Mr/Mrs.....,

Mr/Mrs....., Mr/Mrs.....and  
Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

**SECTION B**  
**GENERAL CONDITIONS OF CONTRACT**

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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 RSA.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.

- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "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 Contractor or his subcontractors) 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 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 the Special Conditions of Contract.

- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.

- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2-
- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or
- 4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.
- 4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.
- 4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **5. PATENTS**

- 5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.
- 5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

## **6. PACKAGING, MARKING AND DELIVERY**

- 6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.
- 6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.
- 6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.



## **7. CONSIGNMENT OF GOODS**

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

## **8. PAYMENT**

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

- 9.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## **10. CONTRACT PRICE ADJUSTMENT**

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to

be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

## **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

- 11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.
  - 11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.
  - 11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.
- 11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.
- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

## **12. LAW TO APPLY**

- 12.1 The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

## **13. OFFERING OF COMMISSION OR GRATUITY**

- 13.1 If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

## **14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
  - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
  - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

## **15. WEIGHTS AND MEASURES**

- 15.1 The quantities of goods offered or delivered shall be according to South African standard weights and measures.

## **16. SECURITY**

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

## **17. ORDERS**

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
- 17.2.1 Name of Institution placing order;
  - 17.2.2 Provincial official order number;
  - 17.2.3 Quantity ordered; and
  - 17.2.4 List of items ordered.

## **18. EXPORT LICENCES**

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
  - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **19. INSURANCE**

- 19.1 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.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## **20. INSPECTION, TESTS AND ANALYSES**

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

- 21.1 Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.
- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23. PRICE LISTS**

- 23.1 Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

## **24. SUBMISSION OF CLAIMS**

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

## **25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

## **26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

## **27. AMENDMENT OF CONTRACT**

27.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

## **28. NOTICES**

28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.

28.2 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 such notice.

## **29. INCIDENTAL SERVICES**

29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:

- (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 Contractor of any warranty obligations under this contract; and
- (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

29.2 Prices charged by the Contractor 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 Contractor for similar services.

### **30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.
- 30.2 The Contractor shall not, without the Provinces prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

### **31. SPARE PARTS**

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
- (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

### **32. PENALTIES**

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

### **33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 33.1 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 favorable difference shall on demand be paid forthwith by the Contractor to the State or the State may deduct such



amounts from moneys (if any) which may otherwise be due to the Contractor 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.

**34. GOVERNING LANGUAGE**

34.1 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.

**35. TAXES AND DUTIES**

35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.

35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.

35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

**SECTION C**  
**TERMS OF REFERENCE**

**APPOINTMENT OF A SERVICE PROVIDER FOR CONCRETE WORKS AND THE  
CONSTRUCTION OF A SECONDARY CONTAINMENT BUND FOR DIESEL FUEL AT  
DUNDEE RESEARCH STATION NEAR DUNDEE**

**1. BACKGROUND**

- 1.1. Dundee Research Station is one of the research stations of the KZN Department of Agriculture and Rural Development situated 7km north of Dundee town. The main garaging shed floor is in need of repair, whereas the outside covered parking area needs a concrete floor. In addition the diesel storage and fueling area does not comply with environmental legislation and needs to be upgraded. Finally some of the cattle handling crushes need concrete flooring. The Department is looking to secure the services of a competent and CIDB registered building contractor to effect the proposed works.

**2. SCOPE OF SERVICES**

- 2.1. Floor repairs to the main garaging shed.
- 2.2. Placement of a concrete floor in the under cover parking area.
- 2.3. Extension of the building aprons on the east and west side of the building to 2m
- 2.4. Installation of concrete walkways in cattle crushes
- 2.5. Upgrade of fuel filling area to comply with environmental regulations.

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

**3. SITE LOCATION**

- 3.1. The site is situated in the Endumeni Local Municipality in the Umzinyathi District Municipality, at app 7 km NNE of Dundee town.
- 3.2. Site Coordinates: 28°08'14.30"S 30°19'01.59"E.

## **SECTION D**

### **B | SPECIAL CONDITIONS**

#### **1. INTRODUCTION**

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

#### **2. ACCEPTANCE OF BID**

- 2.1 The Departmental Bid Adjudication Committee is under no obligation to accept any bid.

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

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

#### **4. AWARD**

- 4.1 Bidders who meet the prequalification shall be scored on functionality and only bidders with a minimum score of 70 shall be evaluated on price and preference points.

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

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

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

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

#### **7. CHANGE OF ADDRESS**

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

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

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

## **9. COMPULSORY SITE BRIEFING**

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

## **10. COUNTER OFFERS**

- 10.1 Counter offers shall not be considered.

## **11. DELIVERY CONDITIONS**

- 11.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.
- 11.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.
- 11.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.
- 11.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.
- 11.5 All invoices submitted must be original.
- 11.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.
- 11.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Departmental Bid Adjudication Committee.

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

- 12.1 The bidder must furnish the following details of verifiable past and current construction contracts.
- 12.1.1. Date of commencement of contract/s;
  - 12.1.2. Value per contract; and
  - 12.1.3. Contract details; that is, with whom held, phone number and Address/s of the companies.

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

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

## **14. EQUAL BIDS**

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

## **15. INVOICES**

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

## **16. IRREGULARITIES**

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

## **17. JOINT VENTURES**

- 17.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 17.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3 The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 17.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

17.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

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

## **18. LATE BIDS**

18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

18.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

## **19. LOCAL PRODUCTION AND CONTENT**

19.1 The Department of Agriculture and Rural Development promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

19.2 Department of Agriculture and Rural Development reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the **DTI** in an effort to stimulate local production and content where relevant.

19.3 Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the **DTI**) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender.

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

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

## **20. NOTIFICATION OF AWARD OF BID**

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

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

21.1. A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.

21.2. Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:

- 21.2.1. Contact must be made with the officer-in-charge of the District Office;
- 21.2.2. If there is no response from the District Office, the Director: Finance must be contacted;
- 21.3. Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

## **22. PERIOD OF CONTRACT**

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

## **23. PRE-QUALIFICATION CRITERIA**

- 23.1 Only bidders who meet both of the following prequalification criteria may respond:-
  - 23.1.1. **BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and**
  - 23.1.2. **EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017); and**
  - 23.1.3. **Minimum CIDB 2 CE/GB**
- 23.2. Bidders must submit documentary proof of compliance with the above prequalification criteria.
- 23.3. Bidders who fail to comply with the above-stipulated pre-qualification criteria or who fail to submit documentary proof of compliance with the prequalification criteria, shall not be considered for the bid.

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

- 24.1. The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, before construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.
- 24.2. The same replacement obligation to the Contractor would apply during the entire construction period.
- 24.3. In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.
- 24.4. In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the Restricted section of the Central Suppliers database.

## 25. ORDER OF PRECEDENCE

25.1. This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the National Treasury Government Procurement General Conditions of Contract (July 2010). The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

## 26. SUPPLIERS DATABASE REGISTRATION

26.1. A service provider submitting an offer must be registered on the Central Suppliers Database at National Treasury. A potential service provider who has submitted a quote is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

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

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

## 27. TAX AND DUTIES

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

## 28. TAX COMPLIANCE PIN

28.1. The service provider must submit a valid Tax Compliance Pin with the bid. Service providers should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

28.2. Where a Tax Compliance Pin is not submitted with the quote, the Department shall use the Central Supplier Database to verify the tax matters of the service provider.

## 29. UNSATISFACTORY PERFORMANCE

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

29.2. The Departmental official monitoring the implementation shall first warn the contractor verbally about his/her underperformance in terms of completion rate, quality of the work or quality or specifications of materials as part of a site instruction. After that, in the absence of sufficient improvements, the contractor shall be warned in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).



- 29.3. 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: -
- 29.3.1. 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,
  - 29.3.2. To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
  - 29.3.3. To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 29.4. 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.
- 29.5. When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

### **30. VALIDITY PERIOD OF QUOTE**

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

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

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

### **32. SERVICE LEVEL AGREEMENT**

- 32.1. The successful Service provider and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within ONE week of receiving notification of the award of the contract.

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

### **33. COMMENCEMENT OF THE WORK**

- 33.1. Site establishment must start within ONE week, and the actual works within TWO weeks after hand-over of the site, provided that;
- 33.1.1. An official order has been issued;
  - 33.1.2. The contractor is in possession of all relevant documentation required for works execution;
  - 33.1.3. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
- 33.2. In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract .

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

- 34.1. The Department will organize a site hand-over within days after award of the order to the contractor, who will then be introduced to the project stakeholders and participants.
- 34.2. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.
- 34.3. 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.
- 34.4. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

### **35. WATER AND POWER**

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

### **36. LOCATION OF CAMP**

- 36.1. A contractor's camp may be erected at Dundee Research Station compound, but only after arrangements have been formalized with the Farm Manager.
- 36.2. No persons other than a night watchman may sleep in the camp, without the approval of the Farm Manager

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

- 37.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with Farm Manager.

37.2. 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.

### **38. LABOUR SOURCE & CAPACITY**

38.1. The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

38.2. The contractor is encouraged to source unskilled labour from the area around Dundee Research Station. The Contractor and the Departmental representative (Engineer or local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

38.3. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

### **39. SECURITY & RISK**

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

39.2. The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

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

40.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

40.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

40.3. The Contractor shall remain fully responsible for all material and plant, etc. until the completed works are handed over and have been officially accepted by the Department.

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

41.1. 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.

### **42. DAMAGE TO PROPERTY**

42.1. 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

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

### **43. UNDERGROUND CABLES AND PIPES**

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

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

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

### **44. DAILY RAINFALL RECORDS**

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

### **45. INSPECTION OF WORK**

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

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

### **46. NOTICE OF COVERING WORK**

46.1. The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.

46.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

### **47. SUB-CONTRACTED WORK**

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

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

### **48. INSURANCE**

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

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

48.1.2. Public Liability insurance.

48.1.3. All risks (works) policy and Political.

#### **49. PROTECTION OF THE PUBLIC**

49.1. The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

#### **50. INJURY TO PERSONS**

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

#### **51. DISAGREEMENTS**

51.1. Notice of disagreement. The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

51.2. Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

#### **52. FIXED PRICE CONTRACT**

52.1. The contract shall not be subject to contract price adjustment.

#### **53. PRICING - COMPLETENESS OF BID**

53.1. Service providers are required to submit quotes for all services, works and materials as specified in the pricing schedule. This includes those additional items that are not listed in the original pricing schedule but may be pointed out as required at the bid briefing. If he/she does not bid on all items, his/her bid will be rejected.

53.2. All quoted prices for separate items are to be in South African currency and must exclude VAT.

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

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

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

53.6. The quote page must be signed by a person legally authorized to do so.

#### **54. QUANTITIES OF WORK**

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

#### **55. PROGRESS PAYMENTS**

55.1. Payment shall only be made for claims that are commensurate with the works actually executed and complete.

- 55.2. Payment will only be made against the construction progress as pertaining to built /installed items. Movable items and materials on site are generally excluded from progress payments until they have been fully installed or fitted or built up.
- 55.3. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- 55.4. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 55.5. The contractor shall be paid in up to a maximum of five (5) part payments. The Contractor is strongly advised to request five payments when being notified by SCM of him/her being awarded the contract.
- 55.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (41).
- 55.7. The penultimate payment occurs after practical works completion. The final payment will be made after expiry of the 6 months guarantee/liability period.

## 56. COMPLETION OF THE WORKS

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

- 56.1.1. *Practical completion*

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

- 56.1.2. *Works completion*

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of his/her retention money.

- 56.1.3. *Final completion*

Completion occurs 6 months after Works completion, after expiry of the liability period. Final

## 57. RETENTION

- 57.1. A 10% retention will be withheld on payment for duration of the construction.
- 57.2. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **works completion**. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period (6 months after practical completion), the service provider having eliminated all defects.
- 57.3. In some instances, the Engineer may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified during the course of the construction if such would be the case.

## **58. DEFECT LIABILITY PERIOD**

- 58.1. The defect liability period is 6 calendar months calculated from the date of Practical Completion.
- 58.2. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

## **59. CONTINGENCIES**

- 59.1. An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract and must be approved by the Engineer before the expenditure is incurred. Such approval must be in line with SCM Delegations.

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

- 60.1. The project has to reach practical completion within 2 (two) months of award of the contract (60 calendar days).
- 60.2. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 60.3. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.
- 60.4. The date of completion will be extended only to the extent approved by the Department.
- 60.5. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 60.6. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

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

- 61.1. If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.
- 61.2.
- 61.3. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.
- 61.4.
- 61.5. The department will deduct a penalty for late completion of up to 0.05% of the contract value per working day delay. This will be deducted from the retention.

## SECTION E

### C | STANDARD TECHNICAL SPECIFICATIONS

#### 1. PRELIMINARIES & GENERAL

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

#### 2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

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

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

2.1.1.1. Materials: SABS 1200 AA (3);

2.1.1.2. Testing: SABS 1200 AA (7);

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

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

2.1.3.1. Materials SABS 1200 GA (3)

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

2.1.3.3. Testing: SABS 1200 GA (7)

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

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

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

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

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

3.1.1.2. Setting out of works: SABS 1200 AA (5.1.1)

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

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

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

##### INDEX

	Page
1 EARTHWORKS	3
2 CONCRETE, FORMWORK AND REINFORCEMENT	3
3 BLOCK AND BRICKWORK	6
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6 FLOOR COVERINGS, PLASTIC LININGS, ETC.	11



8	SCREEDING AND PLASTERING	16
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13	GLAZING	31
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## 5. MATERIALS AND CONSTRUCTION

5.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations

## 6. STANDARD CONCRETE MIXES

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

TABLE 1: STANDARD CONCRETE MIXES					
Class of Concrete	Min. Compressive Strength in MPA at 28 Days	Max. Nominal Size of Coarse Aggregate in mm	Proportion of Constituents >> 1 Wheelbarrow = <b>2 bags</b> of cement		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1	4	5
B	15	19,0	1	3	4
C	20	19,0	1	2.5	3.5
D	25	19,0	1	2	3
E	30	19,0	1	2	2½

## 7. STANDARD PLASTER & MORTAR MIXES

7.1. The standard plaster mixes are as listed in Table 2:

TABLE 2: STANDARD PLASTER MIXES				
PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)

<b>Rich mix (foundations, wet areas)</b>	<b>1 : 4</b>	<b>50</b>	<b>0-10</b>	<b>130</b>
General purpose	1 : 5	50	0-40	165

7.2. The standard **mortar** mixes are as listed in Table 3:

**TABLE 3: STANDARD MORTAR MIXES**

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

## 8. FINISHES TO IN-SITU CONCRETE

### 8.1. Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

### 8.2. Class U2 Wood Float Finish

**> This finish is required for the parking slab and apron extensions**

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

### 8.3. Class U3 Coarse Brush Surface Finish

**> This finish is required for the cattle handling facilities**

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

### 8.4. Class U4 Steel Float Finish

**> This finish is required for the garaging shed floor inside**

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

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

1.1. **Floor repairs** to the main garaging shed.

- 1.1.1. Cleaning and pressure cleaning with water of existing floor surface and cracks
- 1.1.2. Installation of Ref 395 mesh on spacers
- 1.1.3. Placement of a new 100mm 25 Mpa/19mm concrete floor slab on top of the old one.

1.2. **Placement of a concrete floor** in the under cover parking area.

- 1.2.1. Leveling and fill with suitable material in selected places towards the lower end of the parking
- 1.2.2. Compaction of the slab base with a vibrator/compactor plate;
- 1.2.3. Installation of Ref 395 mesh on spacers
- 1.2.4. Placement of the 125mm 25 MPa/19mm concrete slab.

1.3. **Extension of the building aprons** on the east and west side of the building to 2m

- 1.3.1. Foundation: removal 100mm of topsoil
- 1.3.2. Compaction of the two strips with a vibrator/compactor plate.
- 1.3.3. Installation of Ref 395 mesh on spacers
- 1.3.4. Placement of the 125mm 25 MPa/19mm concrete slab

1.4. **Installation of concrete walkways** in cattle handling facilities, in particular crushes

- 1.4.1. If and when required, shape and level foundation
- 1.4.2. Compact foundations with vibrator /compactor plate
- 1.4.3. Install Ref 395 mesh on spacers
- 1.4.4. Install formwork
- 1.4.5. Place 25 MPa/19mm concrete slab

1.5. **Upgrade of fuel filling area** to comply with environmental regulations

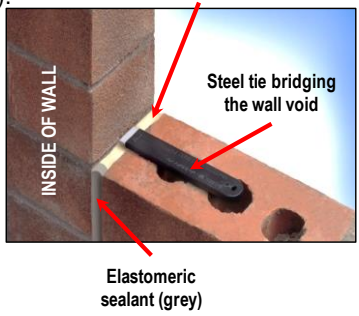
- 1.5.1. Construction of a second containment bund for the diesel tank
- 1.5.2. Placement of a 100mm gravel course in the filling zone east and south of the tank.

## 2. Technical specifications

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

<b>E   PRICING SCHEDULE WITH SPECIFICATIONS</b>
---

<b>PAGE</b>	<b>DESCRIPTION</b>
17	Page 1   SECOND CONTAINMENT BUND FOR DIESEL TANKS + REFURBISHMENT OF FILLING AREA
18	Page 2   SECOND CONTAINMENT BUND FOR DIESEL TANKS + REFURBISHMENT OF FILLING AREA (CTD)
19	Page 3   STORAGE SHED
20	Page 4   CONCRETE SLABS FOR FORCING PEN, RACES & LOADING RAMP
21	Page 5   SUMMARY PAGE

Code	Description	Unit	Qty	Rate	Amount
<b>1</b>	<b>SECOND CONTAINMENT BUND FOR DIESEL TANKS + REFURBISHMENT OF FILLING AREA</b>				
<b>1.1</b>	<b>Clearing of the bund footprint area and leveling</b>				
1.1.1	Removal of sand/soil underneath tank, the concrete slab around the pump and removal of existing kerbstones. <b>Concrete tank footing NOT to be removed.</b>	Sum	1		
1.1.2	Increasing of the containment area to dimensions indicated on drawing RDN/2019/002/OTH	Sum	1		
<b>1.2</b>	<b>Foundations</b>				
1.2.1	Digging of strip foundation for bund wall Foundation trench depth: 740mm. Trench width: 600mm. Total length: 28m. Approximate trench volume: 12m <sup>3</sup> Length (outside strip to outside strip) 8.35m Inside:7.15m Width (outside): 5.65m. Inside strip: 4.45m	Sum	1		
1.2.2	Cast concrete strip & step foundations 20 Mpa/19mm Materials for strip foundation + valve box + steps Cement:21 bags <> Umgeni sand: 1,8 m <sup>3</sup> <> 19mm stone: 2.5 m <sup>3</sup>	Sum	1		
<b>1.3</b>	<b>Bund wall &amp; steps &amp; valve box</b>				
1.3.1	Brick up bund wall 10 courses high (0.85m)  > No. of face bricks: 2500. Use SOLID bricks, without holes > Mortar: Mix: 1 : 4 <> Cement: 12 bags <> Building sand: 1.6m <sup>3</sup> > Allow for brick work expansion joints at 4 spots (see drawing RDN/2019/002/OTH). Fill with polyurethane and seal with elastomeric sealant like Fosroc Colpor 200, Sikaflex Tank N, ABE flexothane HS, or other similar hydrocarbon resistant, pavement joint sealant with (polyurethane backing. > Use ties to bridge the voids between wall sections > Steps on 20 MPa/19mm concrete slab 1100 x 850 x 100mm. > Concrete core in centre of steps.  <b>DETAIL WALL EXPANSION VOID</b>  The diagram shows a cross-section of a brick wall with an expansion joint. A steel tie is used to bridge the void between two brick sections. The joint is filled with polyurethane backing (ivory) and sealed with an elastomeric sealant (grey). Labels include 'INSIDE OF WALL', 'Polyurethane backing (ivory)', 'Steel tie bridging the wall void', and 'Elastomeric sealant (grey)'.	Sum	1		
1.3.2	Steps & valve box Steps are 0.92m x 0.92m on 1.10m x 1.10mm x 100mm 20MPa/19mm foundation (outside) and same dimensions inside of bund, but placed directly on concrete slab without foundation. Number of bricks: 128+ 98 = 226. Valve box: 0.56 x 0.66m. 70 bricks on 1.00 x 0.70m x 100mm concrete slab				
1.3.3	Plaster inside, top and outside of wall above AND underground. Bevel/round off wall on top. Use 1 : 3.5 mix Plaster: Cement: 6 bags <> Plaster sand: 0.7m <sup>3</sup>	Sum	1		
1.3.4	Painting of walls Prepare surface are per manufacturers specifications and paint inside and top of wall with diesel fuel resistant containment coating e.g. epoxy. 2 coats @ 54 m <sup>2</sup> = 108m <sup>2</sup> @ 7m <sup>2</sup> /L = 15L. Required are 3 tins of 5L	Sum	1		
<b>1.4</b>	<b>Concrete slab/floor</b>				
1.4.1	Preparation of slab foundation Import and compact 200mm (7.2m <sup>3</sup> ) soil to 98% ModAashto as a sub-base. Top of compacted layer should be 10-25mm below the existing concrete footing tops. See Drawing RDN/2019/003/OTH Place 50mm (1.8m <sup>3</sup> ) of river sand on top of compacted soil as slab base.	Sum	1		
<b>SUB-TOTAL PAGE 1 &gt; TRANSFER TO SUMMARY PAGE 5</b>				<b>R</b>	

SCOPE OF WORKS FOR DUNDEE RESEARCH STATION - Page 2				15-Apr-19	
Code	Description	Unit	Qty	Rate	Amount
<b>1</b>	<b>SECOND CONTAINMENT BUND FOR DIESEL TANKS + REFURBISHMENT OF FILLING AREA (CTD)</b>				
<b>1.4</b>	<b>Concrete slab/floor (CTD)</b>				
	<i>Place 125mm thick 30 Mpa/19mm concrete slab with Ref 395</i>				
1.4.2	Total concrete volume: 4.6m <sup>3</sup> (cured). Slab to slope 1% towards East (tank front) and towards North. Finished slab top level will be 350mm below wall top in southwest corner (see Drawing RDN/2019/004/OTH) and 475mm in the northeast corner ( Drawing RDN/2019/004/OTH). > Cement: 34 Bags > Umgeni sand: 2.4m <sup>3</sup> > 19mm stone: 3.0m <sup>3</sup> Ref 395 (4 sheets) at 40mm above slab base. Use spacers. Place void formers at wall toe (where slab and wall meet) and around pump platform kerbs. Use polyurethane backing and seal void with elastomeric sealant. Make sawcuts at distances as indicated on drawing RDN/2019/005/OTH.	Sum	1		
	<i>Painting of floor/slab</i>				
1.4.3	Prepare surface as per manufacturers specifications and paint slab with diesel fuel resistant containment coating e.g. epoxy. 2 coats @ 36.5 m <sup>2</sup> = 73m <sup>2</sup> @ 7m <sup>2</sup> /L = 11L. Required are 3 tins of 5L.	Sum	1		
	<i>Sump</i>				
1.4.4	> Build 400 x 400 x 125mm sump in lowest corner of bund as per drawing RDN/2019/002/OTH & RDN/2019/003/OTH. > Install 50mm steel gavanised pipe at bottom of sump exiting through the wall. Close off with 50mm gate valve.	Sum	1		
1.4.5	<i>Drain (See Drawing RDN/2019/003/OTH)</i> Install 5-8m long 50mm plastic pipe exiting on concrete slab.	Sum	1		
<b>1.5</b>	<b>Fuel Filling Area</b>				
	<i>Gravel pit foundation</i>				
1.5.1	> Removal of gravel and top soil on south of bund to 100mm depth (10.3 x 5.0m) and removal of soil (100mm) on east side of bund (7.7 x 5.0m) and environmentally sound disposal of the gravel and soil.	Sum	1		
	<i>Plastic lining of the gravel pit 10.3 x 5m = 51.5m<sup>2</sup> + 7.5 x 5 = 37.5m<sup>2</sup>.</i>				
1.5.2	Lining of the gravel area foundation with polyester reinforced UV resistant HDPE membrane. Overlaps between lanes to be 100mm. NO WELDING of the lanes is required. Rolls to be 2.00-3.00m wide. See Drawings 1 & 2.	Sum	1		
	<i>Supply, delivery &amp; placement of 4.5 m<sup>3</sup> of 19mm aggregate and 4.5m<sup>3</sup> of 13mm aggregate.</i>				
1.5.3	Mix both sizes of aggregate uniformly and in equal measure. After placement the gravel is to be mechanically compacted slightly (dry) with a plate compactor	Sum	1		
	<i>Supply and installation of a fire extinguisher</i>				
1.5.4	1 x 9kg dry powder firefighter extinguisher to be mounted on closest wall no further than 5m away from tanks.	Sum	1		
<b>SUB-TOTAL PAGE 2 &gt; TRANSFER TO SUMMARY PAGE 5</b>				<b>R</b>	

SCOPE OF WORKS FOR DUNDEE RESEARCH STATION- Page 3				15-Apr-19	
Code	Description	Unit	Qty	Rate	Amount
<b>2</b>	<b>STORAGE SHED</b>				
<b>2.1</b>	<b>Floor preparation</b>				
2.1.1	Removal of dirt and dust and pressure cleaning of the existing floor	Sum	1		
2.1.2	Neutralising of fatty substances impregnated in the floor	Sum	1		
2.1.3	Leveling of edges of slab parts protruding from the horizontal	Sum	1		
<b>2.2</b>	<b>Casting of concrete floor inside shed</b>				
2.2.1	<p>Dimensions: 33.0 x 11.0m x 100mm. 25MPa/19mm.  Total volume (cured): 36.3m<sup>3</sup>. Cement: 247 bags &lt;&gt; Sand: 17.3m<sup>3</sup> &lt;&gt;  Stone: 26m<sup>3</sup> &lt;&gt; Ref 395: 27 sheets</p> <p>Ready mix, with pumping services, to be preferred. Cast in panels of 3.00m (L) x 2.75m (W)  Place Ref 395 at 40mm from floor base. Use spacers. Allow for expansion voids at wall toes. The finished floor level to be level with the shed sliding door rail.</p>	Sum	1		
2.2.2	<p>Concrete compressive strength tests</p> <p><b>Four</b> sets of 2 cube samples for 7 and 28 days testing (cube size 150mm) are to be tested to measure the compressive strength of the concrete. Contractor to have the strength tested in an accredited lab for 7 day- and 28 days strength testing. In case a ready mix is used, the test results the company has in place as part of their quality control, with the mix prescription, plus one independent test, will suffice. <b>Newly placed slab will be demolished and recast at the cost of the contractor if the achieved strength value are more than 20% less the required strengths (17 MPa and 25 MPa respectively) for the 7 and 28 days tests.</b></p>	Sum	1		
<b>2.3</b>	<b>Aprons &amp; Covered parking floor</b>				
2.3.1	<p>EXTENSION OF APRONS FROM 1.00M TO 3.00M</p> <p>25MPa/19mm Cured volume: 2*13.00m x 2.00m x 100mm = 5,2m<sup>3</sup>.  PPC Cement: 36 bags. Umgeni sand: 2.5m<sup>3</sup>. Stone (19mm): 3.7 m<sup>3</sup>  Ref 395: 4 sheets</p>	Sum	1		
2.3.2	<p>CONCRETE SLAB FOR COVERED PARKING AREA</p> <p>1) Shape, fill and compact as per drawing RDN/2019/007/STO (B-C)  Sloping longitudinally 1% and across 1.5% - 9.3%  Fill material will be supplied by Dept.</p> <p>2) Place concrete slab on top of compacted base  Slab size: 38.0 x 6.0m x 125mm = 28.5 m<sup>3</sup> (cured). With Ref 395.  25MPa/19mm.Cement: 194 bags. Sand: 13.6 m<sup>3</sup> &lt;&gt; stone: 20.3 m<sup>3</sup>  Ref 395: 16 sheets</p>	Sum	1		
2.3.3	<p>CONCRETE COMPRESSIVE STRENGTH TESTS</p> <p><b>Three</b> sets of 2 cube samples for 7 and 28 days testing (cube size 150mm) are to be tested to measure the compressive strength of the concrete. Contractor to have the strength tested in an accredited lab for 7 day- and 28 days strength testing. In case a ready mix is used, the test results the company has in place as part of their quality control, with the mix prescription, plus one independent test, will suffice. <b>Newly placed slab will be demolished and recast at the cost of the contractor if the achieved strength value are more than 20% less the required strengths (17 MPa and 25 MPa respectively) for the 7 and 28 days tests.</b></p>	Sum	1		
<b>2.4</b>	<b>Installation of Bird proofing</b>				
2.4.1	<p>Installation of bird proofing in between the roof and the wall top</p> <p>Material: strips of 300mm wide expanded metal  Type of expanded metal: flattened  Quality: galvanised  Specifications:SWM x LWM: 8 x 30mm.  Installation: with plugged screws (min 25mm) with big washers(min. 25mm) into top brick course AND/OR with binding wire unto purlin OR through a combination of both methods, depending on suitability  Mesh sheet dimensions: 2.40 x 1.20m. Required number of sheets: 7</p>	Sum	1		
<b>SUB-TOTAL PAGE 3 &gt; TRANSFER TO SUMMARY PAGE 5</b>				<b>R</b>	

SCOPE OF WORKS DUNDEE RESEARCH STATION - Page 4				15-Apr-19	
Code	Description	Unit	Qty	Rate	Amount
<b>3</b>	<b>CONCRETE SLABS FOR FORCING PEN, RACES AND LOADING RAMP</b>				
<b>3.1</b>	<b>Concrete slabs for forcing pen and crushes (Slabs A,B,C &amp; D)</b>				
	See drawing AHF/RDN/2019/014 - A FORCING PEN & CRUSHES Slab A (forcing pan): 52m <sup>2</sup> Slab B (crush, uncovered): 1.1m <sup>2</sup> Slab C (crush, partly covered): 1.2m <sup>2</sup> Slab D (walkway): 1.0m <sup>2</sup> Total volume of concrete for all 4 slabs: 8.4m <sup>3</sup> Cast 25 Mpa/19mm concrete in 6-8 panels. Slab thickness 100mm				
3.1.1	Leveling of forcing pen to 2% slope. Includes vibrator plate compaction of fill	Sum	1		
3.1.2	Bags of cement	No.	51		
3.1.3	River sand	m <sup>3</sup>	3.6		
3.1.4	19mm stone	m <sup>3</sup>	5.4		
3.1.5	Ref 395 sheets	No.	7		
3.1.6	Labour for placement of concrete	Sum	1		
<b>3.2</b>	<b>Concrete slab for Loading Ramp</b>				
	See drawing AHF/RDN/2019/014 - B LOADING RAMP Slab E app. 7.6m <sup>2</sup> <-> Concrete volume: 0.8m <sup>3</sup> <-> Slab thickness: 100mm. 25MPa/19mm mix The existing ramp is to be extended by 2-3m length and widened inside the existing polework. The net result of the extension will be a reduction of the ramp slope from 24 degrees to app 12-15 degrees. Some fill will be required which will be compacted by a vibrator plate. Expansion void as per drawing B. Mesh to be placed on spacers at 60mm depth. The concrete panels should have <b>separate</b> reinforcement sheets that are <b>not</b> connected				
3.2.1	Clearing, leveling & compacting (vibrator plate) of slab foundation & fill	Sum	1		
3.2.2	Bags of cement	No.	5		
3.2.3	River sand	m <sup>3</sup>	0,4		
3.2.4	19mm stone	m <sup>3</sup>	0,5		
3.2.5	Ref 395 sheets	No.	1		
3.2.6	Labour for placement of concrete	Sum	1		
<b>SUB-TOTAL PAGE 4 &gt; TRANSFER TO SUMMARY PAGE 5</b>				<b>R</b>	



**SCOPE OF WORKS DUNDEE RESEARCH STATION -****15-Apr-19****SUMMARY PAGE**

<b>Line</b>	<b>Page</b>	<b>Description</b>	<b>AMOUNT</b>
1	1	SECOND CONTAINMENT BUND FOR DIESEL TANKS + REFURBISHMENT OF FILLING AREA	R
2	2	SECOND CONTAINMENT BUND FOR DIESEL TANKS + REFURBISHMENT OF FILLING AREA (CTD)	R
3	3	STORAGE SHED	R
4	4	CONCRETE SLABS FOR FORCING PEN, RACES AND LOADING RAMP	R
5		SUBTOTAL LINE 1-4	R
6		Preliminary & General	R
7		Site establishment	R
8		Labour & supervision if not or only partly included in totals for the four pages	R
9		SUBTOTAL LINES 5-8	R
10		CONTINGENCIES 10% OF SUBTOTAL LINE 9	R
11		SUBTOTAL LINES 9+10	R
12		VAT 15%	R
13		TOTAL	R



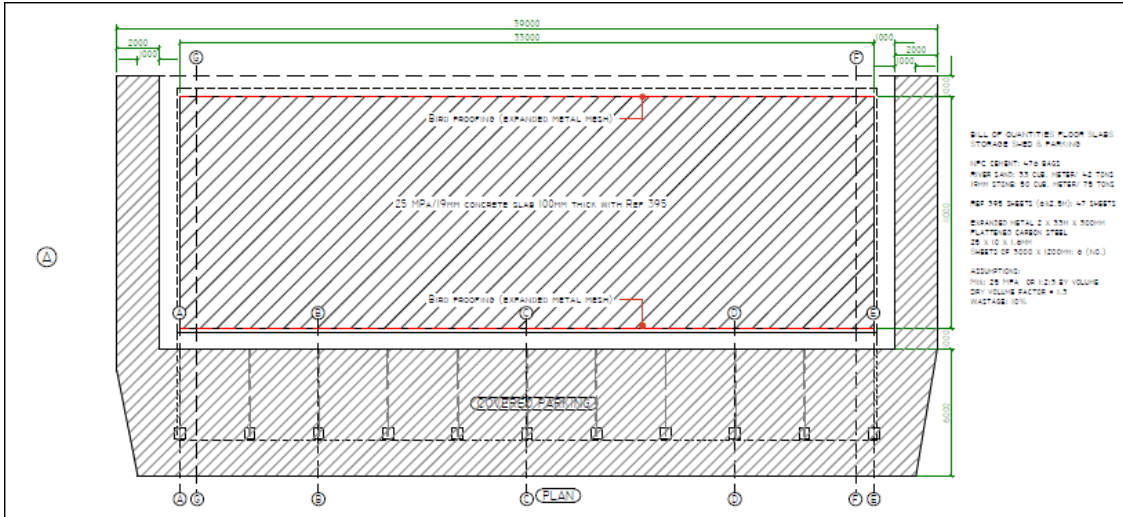




**LIST OF DRAWINGS**

PAGE	DRAWING REF.	DRAWING TITLE
26	RDN/2018/034/OTH	SECONDARY CONTAINMENT BUND FOR 3 DIESEL STORAGE TANKS (1)-PLAN
27	RDN/2018/035/OTH	SECONDARY CONTAINMENT BUND FOR 3 DIESEL STORAGE TANKS (2)-LONG SECTIONS
28	RDN/2018/036/OTH	SECONDARY CONTAINMENT BUND FOR 3 DIESEL STORAGE TANKS (3)-SHORT SECTIONS
29	RDN/2018/037/OTH	SECONDARY CONTAINMENT BUND FOR 3 DIESEL STORAGE TANKS (4)-DETAIL
30	RDN/2019/007/STO	DUNDEE RS CONCRETE SLABS FOR SHED - PLAN & CROSS SECTIONS SOUTH SIDE
31	RDN/2019/008/STO	DUNDEE RS CONCRETE SLABS FOR SHED - EAST & WEST ELEVATIONS
32	AHF/RDN/2019/016	CONCRETE SLABS FOR DUNDEE RD HANDLING FACILITIES

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**NOTES**

THIS DRAWING MUST BE READ IN CONJUNCTION WITH DRAWING R01/2019-008 ETC

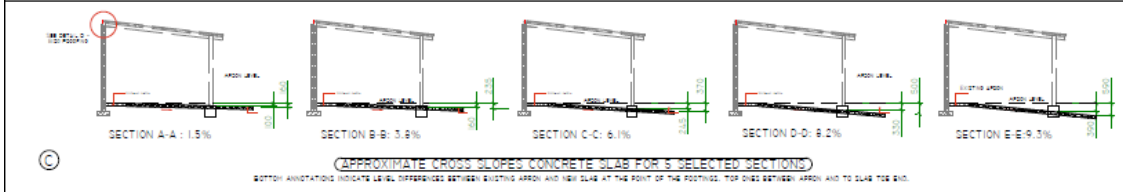
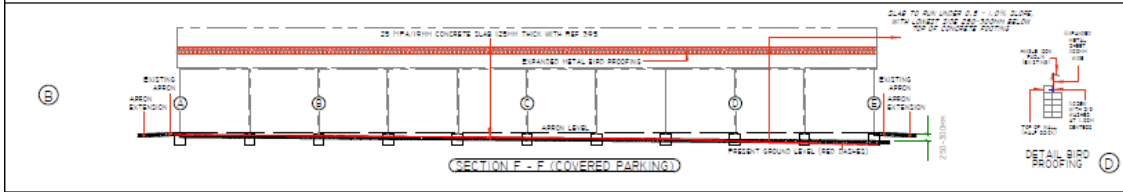
**BILL OF MATERIALS FLOOR SLAB STORAGE (WED & PARKING)**

1/10 CEMENT 470 8400  
 1/10 SAND 55 000 10700 42 7000  
 1/10 STONE 80 000 10700 78 7000

NET RSJ SHEETS (S10 81) 47 SHEETS

EXPANDED METAL MESH 1.25M X 1.00M  
 PLATED CARBON STEEL  
 25 X 1.0 X 1.0M  
 SHEETS OF 2000 X 1200MM @ (1/10)

**ASSUMPTIONS:**  
 FLOOR IS 100% OF U.O.B BY VOLUME  
 DRY VOLUME FACTOR = 1.3  
 WASTAGE: 10%



REVISIONS			
No.	Desc.	Drawn	By

**KZN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT**

**ENGINEERING SERVICES**

CEBARA ROAD | CEBARA I  
 3501016 | 3501016  
 PIETERMARITZBURG, 3200  
 PHONE: 033-334-25700

DESIGN POSITION: \_\_\_\_\_ DATE: \_\_\_\_\_

NO. 100 000 000 000 000

SCALE: \_\_\_\_\_

**DRAWING: DUNDEE RS CONCRETE SLABS FOR SHED**

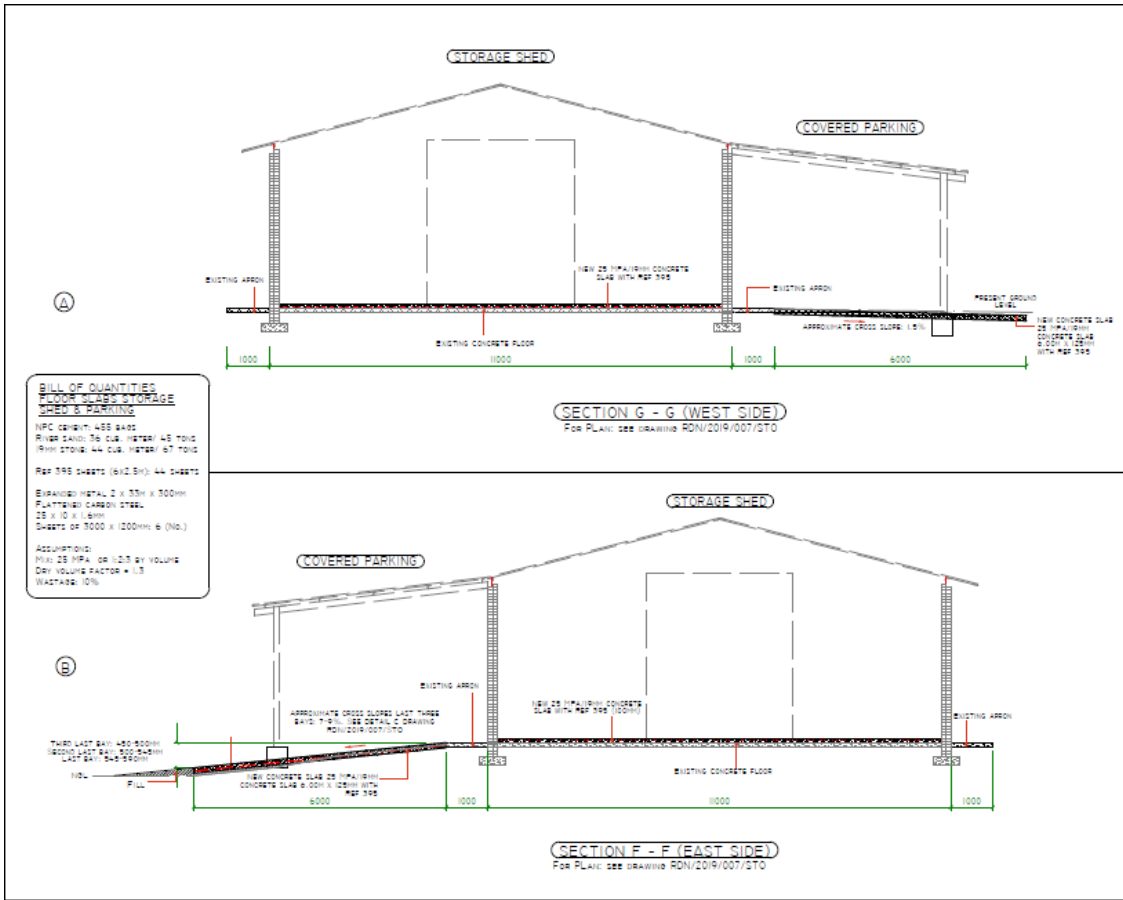
PLAN & CROSS SECTIONS (SOUTH SIDE)

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

SCALE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

NO. 100 000 000 000 000



**BILL OF QUANTITIES**  
**FOR CONCRETE STORAGE**  
**SHED & PARKING**

NPC HEIGHT: 4.55 BARS  
 RIVER SAND: 75 CUM. WATER: 45 TONS  
 18MM STAIN: 44 CUM. WATER: 67 TONS

REP 19S SHEETS (612.5H): 44 SHEETS

EMERGED METAL 2 X 35m x 300mm  
 FLATTENED CARBON STEEL  
 25 X 10 X 1.5mm  
 SHEETS OF 3000 x 1200mm @ (No.)

ADJUSTING:  
 10% IS WASTE OR 10% BY VOLUME  
 DRY VOLUME FACTOR = 1.3  
 WASTAGE: 10%

**NOTES**

THIS DRAWING MUST BE READ  
 IN CONJUNCTION WITH DRAWING  
 RDN/2019/007/370

MATERIALS	
NO.	DESCRIPTION

**KZN DEPARTMENT**  
**OF AGRICULTURE &**  
**RURAL DEVELOPMENT**

**ENGINEERING SERVICES**

Charles Rennie | Charles I  
 Reynolds & Co. (Pty) Ltd.  
 Pietermaritzburg, 3200  
 Phone: 033 3342800

**CLIENT INFORMATION**

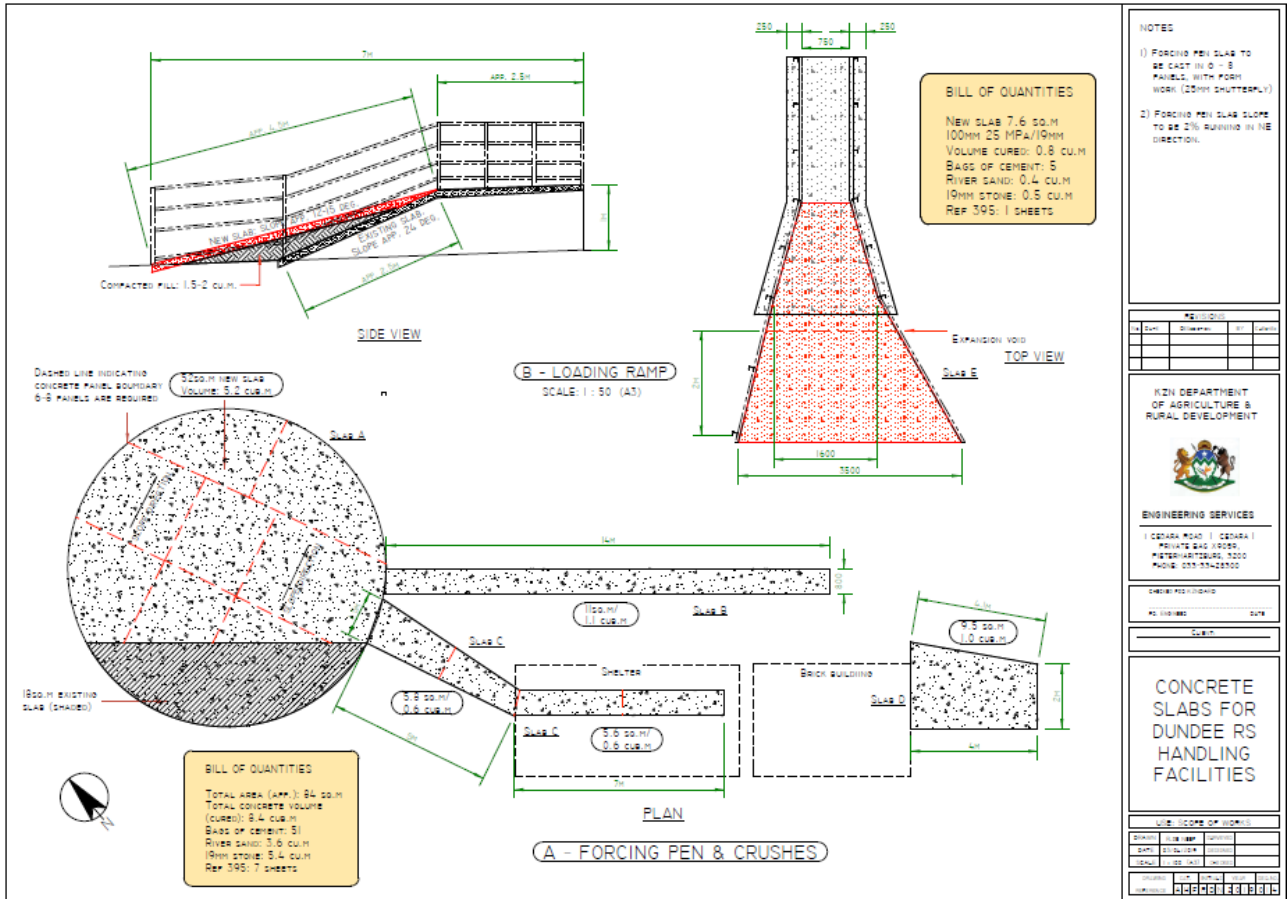
NO. 1111111111 | 111111

**CLIENT**  
**RESEARCH STATION**

**DRAWING 2**

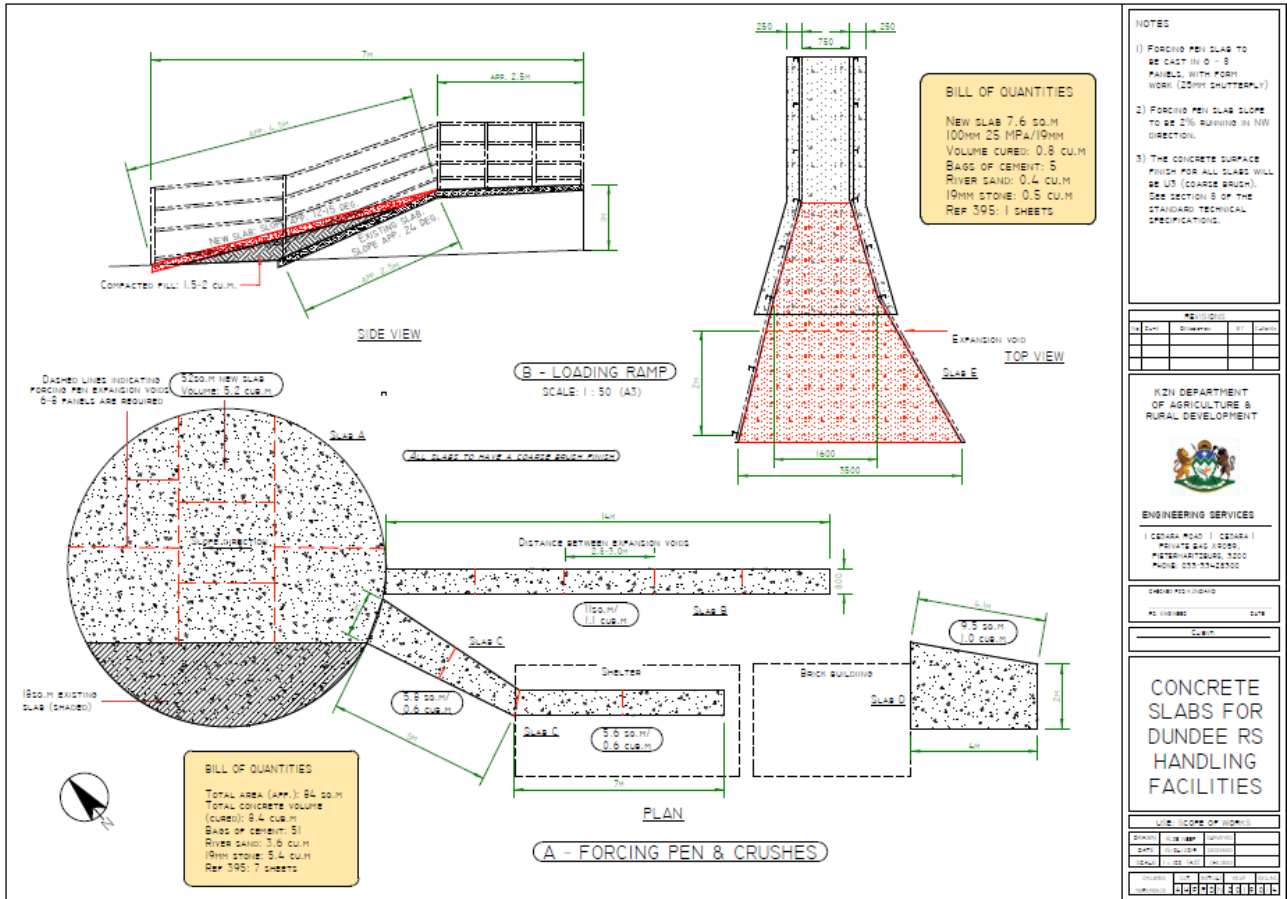
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**CONCRETE**  
**SLABS FOR**  
**SHED**  
**EAST & WEST**  
**SECTIONS**

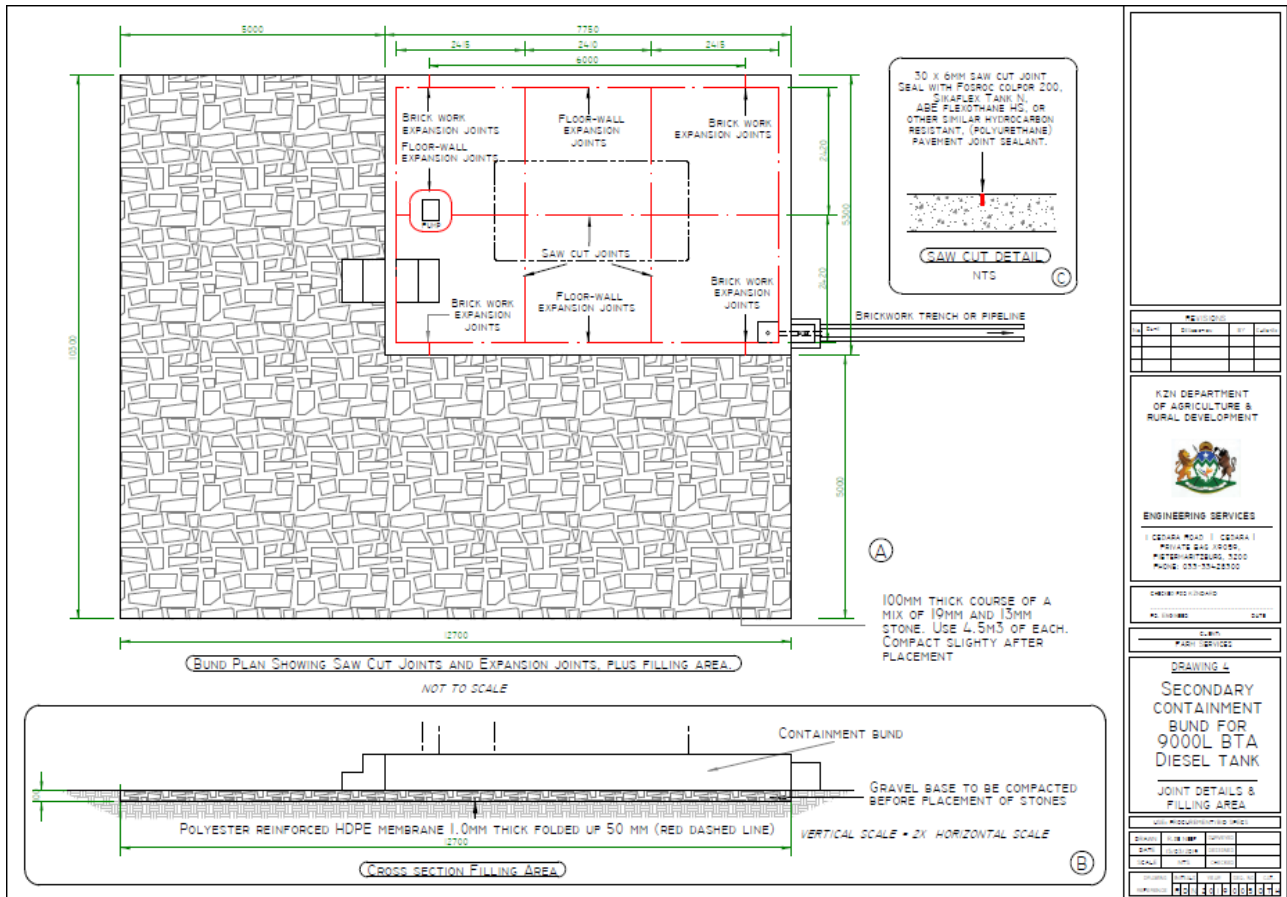
APPROPRIATE INFO			
DATE	BY	CHKD	APP'D

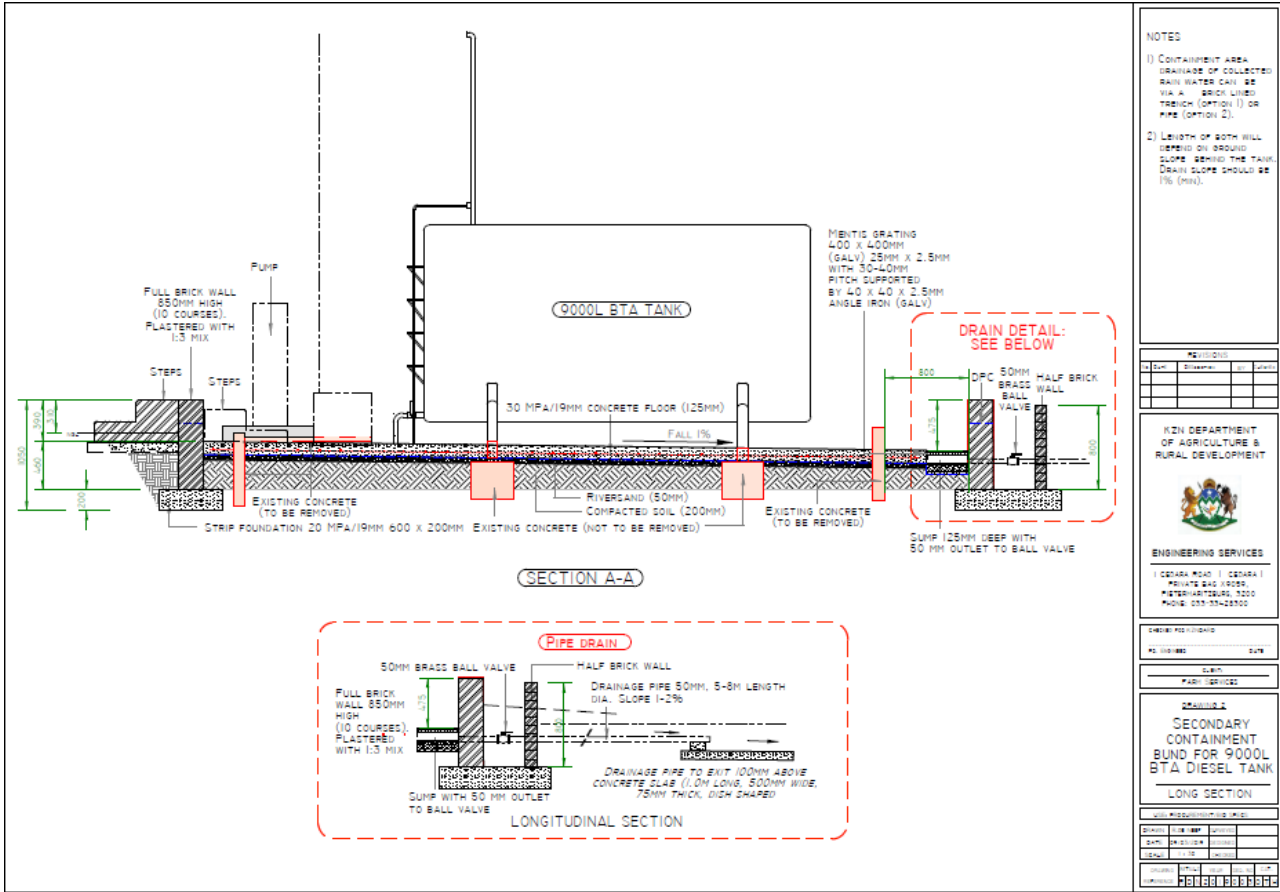












- NOTED**
- 1) CONTAINMENT AREA DRAINAGE OF COLLECTED RAIN WATER CAN BE VIA A BRICK LINED TRENCH (OPTION 1) OR PIPE (OPTION 2).
  - 2) LENGTH OF BOTH WILL DEPEND ON GROUND SLOPE BEHIND THE TANK. DRAIN SLOPE SHOULD BE 1% (MIN).

REVISIONS	
NO.	DESCRIPTION

KZN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT



ENGINEERING SERVICES

1 CEDARA ROAD | CEDARA | PRIVATE BAG 10000 | PIETERMARITZBURG, 3200 | PHONE: 033-33-22000

PROJECT NO:	
NO. OF SHEETS:	
SHEET NO.:	

**SECONDARY CONTAINMENT BUND FOR 9000L BTA DIESEL TANK**

LONG SECTION

DATE:		BY:	
SCALE:		CHECKED BY:	

## SECTION F

### BID EVALUATION CRITERIA

**1. All bids received shall be evaluated on the following:**

- 1.1 Only bids that meet the Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

**2. Correctness of information:**

- 2.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further processes.

**3. Compulsory administrative compliance requirements that must be submitted with the bid:**

- 3.1 Central Suppliers Database registration number;  
3.2 A certified copy of a valid B-BBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BEE;  
3.4 Documentary proof of bidder being an EME;  
3.5 CIDB 2 CE/GB

**NB. Non-submission of any of the above documents shall result in disqualification or in non-allocation of points for functionality.**

**Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than three (3) months. Failure to comply with this requirement shall invalidate the bid submitted.**

**4. To enable scoring on functionality, the following must be submitted with the bid:**

- 4.1 Documentary proof of bidder's experience in support of Annexure A;  
4.2 Documentary proof of credit facility with manufacturer and/or Registered Financial Institution or evidence of access to any legal funding instrument;  
4.3 Documentary proof of access to a transportation facility;  
4.4 Proof of physical address;

**62. FUNCTIONALITY EVALUATION**

- 62.1. The bid documents shall be evaluated individually on score sheets, by a representative evaluation panel, according to the below mentioned evaluation criteria.
- 62.2. All service providers who score less than minimum functionality score of (70%) shall not be considered for the work
- 62.3. The evaluation criteria are as in Table 1 below.

<b>ABLE 1: BID EVALUATION CRITERIA</b>				
	<b>FUNCTIONALITY EVALUATION CRITERIA</b>	<b>Max Points</b>	<b>Evidence</b>	<b>Bidders Score</b>
1	<p><b>Bidder's experience in the construction of Buildings for Agricultural, domestic, industrial, institutional or commercial occupancies</b></p> <p>1 – 3 projects = 20 points &gt;3 projects = 30 points</p>	30	<p>Completion Certificate (Works or other) In support of <b>Annexure B</b></p>	
2	<p><b>Financial Capacity</b></p> <p>Total Credit Facility (with financial institution and/or manufacturer of steel material)</p> <p>R100 000.00 – R249 999.99 = 20 points &gt;R250 000.00 = 30 points</p>	30	<p>Evidence of credit facility with manufacturer/supplier <b>and/or</b> Registered Financial Institution <b>Or</b> Evidence of access to any legal funding instrument ( e.g. <b>Letter of intent</b>)</p>	
3	<p><b>Access to a transportation facility/ Light Delivery Vehicle (LDV) / Truck</b></p>	15	<p>Letter of commitment from fleet company <b>Or</b> Confirmation from producer that delivery shall also be undertaken <b>Or</b> Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)</p>	

4	<p><b>Proof of Physical address</b></p> <p>Office of Bidder outside borders of KZN = 10 pts</p> <p>Office of Bidder within borders of KZN = 25 pts</p>	25	<p>Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address</p>	
	<b>TOTAL</b>	<b>100</b>		
	<b>Minimum Functionality Threshold</b>	<b>70%</b>		