

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

BID No: DARD 25/20A

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

# APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT MOBILE OFFICES AND OTHER REFURBISHMENT WORKS AT BHAMBANANA QUARANTINE CAMP

NAME OF BIDDER:		

#### 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 or QSE (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)
- (iii) Minimum CIDB grading 3GB/CE

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

Bids must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200 before 11:00 am on the closing date: 12 October 2020. Tel: (033) 355 9109.

#### Issued by:

The Department of Agriculture and Rural Development

1 Cedara Road

Cedara

3200

DARD 25/20A: QUARANTINE CAMP, MBAMBANANA

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# PART A

SBD1

## **INVITATION TO BID**

YOU ARE HEREBY INVITED T			OF DE	PARTI	MENT/ PUBLIC ENT		
BID NUMBER: DARD 25/20/		CLOSING DATE:			/2020	CLOSING TIME:	11:00 AM
		CE PROVIDER TO CON AT BHAMBANANA QUA				ND OTHER	
BID RESPONSE DOCUMENTS	MAY BE DEPOSIT	ED IN THE BID BOX SITU	IATED A	AT (ST	REET ADDRESS)		
Bid must be deposited in	n the bid box si	tuated at Departmer	nt of A	gricu	Iture and Rural	Development	
Supply Chain Managem	ent	•				•	
1 Cedara Road							
Cedara, 3200							
BIDDING PROCEDURE ENQUI	RIES MAY BE DIR	ECTED TO	TECH	NICAL	ENQUIRIES MAY	BE DIRECTED TO:	
CONTACT PERSON	Ms Nozizwe Ma	kaula	CONT	ACT P	ERSON	Dr C Kutwana	
TELEPHONE NUMBER	033 355 9109		TELEF	PHONE	NUMBER	082 922 0249	
FACSIMILE NUMBER	n/a		FACSI	MILE	NUMBER	n/a	
E-MAIL ADDRESS	nozizwe.makau	la@kzndard.gov.za	E-MAI	L ADD	RESS		
SUPPLIER INFORMATION	1						
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUM	BER		
CELLPHONE NUMBER			1				
FACSIMILE NUMBER	CODE			NUM	BER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE	TAX		0.		CENTRAL		
STATUS	COMPLIANCE SYSTEM PIN:		OF	τ .	SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL		PLICABLE BOX]			TUS LEVEL	[TICK APPLICA	BLE BOX]
VERIFICATION CERTIFICATE	☐Yes	□No	SWOR	KN AFF	FIDAVIT	☐ Yes	□No
						§ ]	
[A B-BBEE STATUS LEVEL				AVIT	(FOR EMES & Q	SEs) MUST BE S	UBMITTED
IN ORDER TO QUALIFY FO ARE YOU THE ACCREDITED	R PREFERENCE	POINTS FOR B-BBEEJ		ΌΠ Δ	FOREIGN		
REPRESENTATIVE IN SOUTH	□Yes	□No			PLIER FOR <b>THE</b>	□Yes	□No
AFRICA FOR THE GOODS					RVICES /WORKS		
/SERVICES /WORKS OFFERED?	[IF YES ENCLO	SE PROOF]	OFFE	RED?		[IF YES, ANSWEF	R PART B:3 ]
QUESTIONNAIRE TO BIDDING	FOREIGN SUPPL	IERS					
IS THE ENTITY A RESIDENT C	F THE REPUBLIC	OF SOUTH AFRICA (RSA)	?			☐ YES	□NO
DOES THE ENTITY HAVE A BE	ANCH IN THE RSA	۸?				☐ YES	□NO
DOES THE ENTITY HAVE A PE	RMANENT ESTAB	LISHMENT IN THE RSA?				☐ YES	□NO
DOES THE ENTITY HAVE ANY	SOURCE OF INCO	OME IN THE RSA?				☐ YES	□NO
IS THE ENTITY LIABLE IN THE IF THE ANSWER IS "NO" TO A SYSTEM PIN CODE FROM THI	<b>ALL OF THE ABOV</b>	E, THEN IT IS NOT A REC					
		<u> </u>	-,				
DARD 25/20A: QUAR	RANTINE CAMP	, MBAMBANANA			Pa	ge 3 of 112	

#### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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 PA	RTICULARS 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 BIDDE	R:	
CLOSING TIME: 1	I1h00	CLOSING DATE: 12 October 2020
OFFER TO BE V	ALID FOR 120 DAYS FROM THE CLO	OSING DATE OF BID.
BID NUMBER	DESCRIPTION	TOTAL DID DDICE IN DCA
BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD 25/20A	APPOINTMENT OF A SERVICE PROVIDER TO CONSTRUCT MOI OFFICES AND OTHER REFURBISHMENT WORKS AT BHAMBANANA QUARANTINE CA	
Official Con Stamp		
	Signa	ature

#### **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.

In order to give effect to the above, the following questionnaire must be completed and

	submitted with the bid.
2.1	Full Name of bidder or his or her representative:
2.2	Identity Number :
2.3	Position occupied in the Company (director, trustee, shareholder²):
2.4	Company Registration Number:
2.5	Tax Reference Number:
2.6	VAT Registration Number:
2.6.1	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

2.

- (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

<sup>1&</sup>quot;State" means -

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	YES / NO
	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?	TES/NO
2.9.1	employed by the state and who may be involved with	TES/NO
2.9.1	employed by the state and who may be involved with the evaluation and or adjudication of this bid?	TES/NO
2.9.1	employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES/NO
2.10	employed by the state and who may be involved with the evaluation and or adjudication of this bid?  If so, furnish particulars.  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	
2.10	employed by the state and who may be involved with the evaluation and or adjudication of this bid?  If so, furnish particulars.  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?	

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	-	ars		
_		s / trustees / members / share		
	. Name	Identity Number	Personal Tax Reference Number	State Employ Number / Pers Number
	ACCEPT THAT THE	D (NAME)INFORMATION FURNISHED I STATE MAY REJECT THE THE GENERAL CONDITIONS	E BID OR ACT AGAI	NST ME IN TERMS O
;	Signature		Date	
	Position		Name of bidder	

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. **DEFINITIONS**

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

#### 3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 4. 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

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

6.	<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS</b>
	1.4 AND 4.1

6.1	B-BBEE Status Level of Contributor:	=	(maximum of 20 points)
0.1	B BBEE Claras Ecvor of Continuator.	•	(maximam 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	NO	

- 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 a	(Tick applicable box)									
YES		NO								

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

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

8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name of company/firm:
8.2	VAT registration number:
8.3	Company registration number:
8.4	TYPE OF COMPANY/ FIRM
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One-person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	<ul> <li>□ Manufacturer</li> <li>□ Supplier</li> <li>□ Professional service provider</li> <li>□ Other service providers, e.g. transporter, etc.</li> </ul> [TICK APPLICABLE BOX]
8.7	Total number of years the company/firm has been in business

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- 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.

	1		
WITNESSES 1		SIGNAT	URE(S) OF BIDDERS(S)
2		DATE:	
		ADDRESS	

**SBD 6.2** 

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%

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	(Tick applicable box)	
	YES NO	
4.1	prescribed in paragraph 1.5 of the	be used in this bid to calculate the local content as general conditions must be the rate(s) published by 12:00 on the date of advertisement of the bid.
The	relevant rates of exchange informatio	n is accessible on www.reservebank.co.za.
	cate the rate(s) of exchange against the SATS 1286:2011):	ne appropriate currency in the table below (refer to Annex
Cur	rency	Rates of exchange
US	Dollar	
Pou	nd Sterling	
Euro		
Yen		
Oth	er	
NB:	Bidders must submit proof of the SAR	RB rate (s) of exchange used.
5.	Were the Local Content Declaration	on Templates (Annex C, D and E) audited and certified as
J.	correct?	in remplates (Allilex 6, b and b) addited and certified as
	(Tick applicable box)	
	YES NO	
<b>5</b> 1	If yes, provide the following particular	0.
J. 1.	if yes, provide the following particular	5.
	(a) Full name of auditor:	
	(b) Practice number:	
	(c) Telephone and cell number:	
	(d) Email address:	
		declaration will, when required, be submitted to the
	satisfaction of the Accounting Office	cer / Accounting Authority)
6.	Where after the award of a hid	challenges are experienced in meeting the stipulated
0.		he dti must be informed accordingly in order for the dti to
	verify and in consultation with the AO	• • • • • • • • • • • • • • • • • • •

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

4.

# 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 to an external authorized representative, auditor or any other third party acting bidder.	
Guidance on the Calculation of Local Content together with Local Cor Templates (Annex C, D and E) is accessible on <a href="http://www.thdtidevelopment/ip.jsp">http://www.thdtidevelopment/ip.jsp</a> . Bidders should first complete Declaration D. After complete D, bidders should complete Declaration E and then consolidate the information C. Declaration C should be submitted with the bid documentation at the c time of the bid in order to substantiate the declaration made in parage Declarations D and E should be kept by the bidders for verification purposes the least 5 years. The successful bidder is required to continuously update Declaration with the actual values for the duration of the contract.	eting Declaration n on Declaration closing date and raph (c) below. for a period of at
I, the undersigned, (fu	ull names),
do hereby declare, in my capacity as(name the following:	
(a) The facts contained herein are within my own personal knowledge.	
(b) I have satisfied myself that:	
<ul> <li>(i) the goods/services/works to be delivered in terms of the above-spe with the minimum local content requirements as specified in to measured in terms of SATS 1286:2011; and</li> <li>(ii) the declaration templates have been audited and certified to be corrected.</li> </ul>	the bid, and as
(c) The local content percentage (%) indicated below has been calculated u given in clause 3 of SATS 1286:2011, the rates of exchange indicated in para and the information contained in Declaration D and E which has been Declaration C:	graph 4.1 above
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 hid is for more than one product, the local content percentages for	or each product

DARD 25/20A: QUARANTINE CAMP, MBAMBANANA

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:

					Anne						SATS 1286.201	
					Aime	( C						
			Local	Content D	eclaration	- Summar	y Schedule	:				
Tender No. Tender description Designated proder Tender Authority	uct(s)									Note: VAT to be exc calculations	luded from all	
<ul> <li>Tender Authority</li> <li>Tendering Entity</li> <li>Tender Exchange</li> <li>Specified local co</li> </ul>	name: e Rate:	Pula	EU		GBP		]					
				Calculation of I	ocal content				Tend	ender summary		
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
					•	•	(C20) Total to					
Signature of tend	derer from Annex B					<b>.</b>			pt imported content	R 0		
						(C22) Tota	/ Tender value	net of exem	pt imported content	R 0 al Imported content	R	
										Total local content	R	

													SATS 1286.20
						nnex D							
				Imported Co	ontent Declaratio	n - Suppoi	ting Scheo	dule to Ann	nex C				
Designat	No. description ited Produc Authority:								Note: VAT to be eall calculations	excluded from			
Tenderir	ing Entity n Exchange F		Pula		EU	R 9,00	GBP	R 12,00	7				
-			•			K 9,00	I GBF						
A. Exe	empted	l imported con	itent			Forign		Calculation of	f imported conter	All locally			Summary
Tende no		Description of imp		Local supplier	Overseas Supplier	currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted import value
(D	07)	(D8	3)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										(D19	) Total exempt in		
												This total mi	ust correspond with nex C - C 21
		-11											S
B. Imp	portea	directly by the	e renderer			Forign		Calculation of	f imported conter	All locally			Summary
Tende no	o's	Description of imp		Unit of measure	Overseas Supplier	currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	port of entry	incurred landing costs & duties	Total landed cost excl VAT		Total imported val
(D2	20)	(D21)		(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										<i>(D32)</i> To	tal imported valu	e by tenderer	R
C. Imp	ported	by a 3rd party	and supplied	to the Tend	erer	Forign		Calculation of	f imported conter	nt			Summary
Descr		mported content	Unit of measure	Local supplier	Overseas Supplier	currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported val
	(E	033)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
`													
										(D45) To	tal imported valu	e by 3rd party	R
D. Otl	her fore	eign currency ¡	<u> </u>		Calculation of foreig payments								Summary of payments
		payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments
	(E	046)	(D47)	(D48)	(D49)	(D50)							(D51)
							İ ,	(D52) Total of f	oreign currency pa	vments declara	d by tenderer	d/or 3rd part.	
Signatur	re of tende	erer from Annex B											
							(D53) Tota	i of imported co	ontent & foreign cu	rrency paymen	ts - ( <i>D32), (D45) &amp;</i>		R ust correspond with
Date:				•								Anr	ust correspond with nex C - C 23
	_			=							-		

SATS 1286,2011

Tender No.		Note:VAT to be excluded	from all calculat
Tender description:  Designated products:  Tender Authority:  Tendering Entity name:			
Local Products (Goods, Services ar Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local produ	ucts (Goods, Services and W	orks) R O
(E10) Mannower costs (T	enderer's manpower cost		R 0
(E11) Factory overhead (Re	ental, depreciation & amortisation, utility o	osts, consumal)les etc.	R 0
(E12) Administration overhe	eads and mark-u (Marketing, insurance, fin	ancing, interes); etc.	R O
		(E13) Total local conten	t RO
		This total must correspon	d with Annex C

Date:

# CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	I in my capacity As				
	accept your bid	under reference numbe	erda	ıted	for the
	rendering of services indicated hereunder and/or further specified in the annexure(s).				
2.	An official order	indicating service deliver	ery instructions is	forthcoming.	
3.	I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.				
	RIPTION OF ERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTI ON	MINIMUM THRESHO LD FOR LOCAL PRODUCTI ON AND CONTENT (if applicable)
4. I confirm that I am duly authorised to sign this contract.  SIGNED ATON					
NAME	(PRINT) .				
	ATURE .			WITNESSES  1	

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

- 1 This Standard Bidding Document must form part of all bids invited.
- 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.
- 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.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).	Yes	No 🗆
_	The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="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.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No 🗌
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	No
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	No -
4.4.1	If so, furnish particulars:		

## **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)	
CERTIFY THAT THE INFORMATION FURNISHE CORRECT.	ED ON THIS DECLARATION FORM IS TRUE AND
I ACCEPT THAT, IN ADDITION TO CANCELLA AGAINST ME SHOULD THIS DECLARATION PRO	TION OF A CONTRACT, ACTION MAY BE TAKEN OVE 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.
- 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.
- 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 bidrigging.
- 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>&</sup>lt;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 response	ect:
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

#### **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
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 (O	NE - PERSON BUSINESS)	
I, the undersigned		hereby confirm that I am the
sole owner of the business t	rading as	
SIGNATURE		. DATE
C. PARTNERSHIP		
The following particulars in r partner:	espect of every partner must l	be furnished and signed by every
Full name of partner	Residential address	Signature
We, the undersigned partne	rs in the business trading	
as		hereby authorise
	to sign this bid	d as well as any contract resulting from
the bid and any other docum on behalf of	nents and correspondence in o	connection with this bid and /or contract
SIGNATURE	SIGNATURE	SIGNATURE
	 DATE	 DATE

## **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
at, 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 ASDATE:
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, ha
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	e joint venture partners on20
Mr/Mrs	.,Mr/Mrs
Mr/Mrsar	nd Mr/Mrs
(whose signatures appear below) have been du	ly authorised to sign all documents in connection
with this bid on behalf of:(Name of Joint Venture	e)
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	by the consortium on	20
Mr/Mrs		
(whose signature appear below) have been	n duly authorised to sign all documents ir	n connection
with this bid on behalf of:		
(Name of Consortium)		
IN HIS/HER CAPACITY AS:		
SIGNATURE:	DATF.	

#### **PART 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.
- (I) "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

- 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.
- 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 is 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

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.
  - 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

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

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 my 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

- 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.

# PART C

#### TERMS OF REFERENCE

#### 1. BACKGROUND

1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department). The Department endeavours to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security. The Department has therefore prioritized the need to improve the facilities at the quarantine camp for a better foot and mouth diseases (FMD) control at the Bhambanana site.

#### 2. OBJECTIVES

- 2.1. To appoint a suitably qualified Service Provider to supply and install park homes, install solar powered electricity, install water supply pipe lines, bush clearing the site and refurbish existing animal handling facilities.
- 2.2. To ensure that cost effective structures are erected on site in a short span of time and improve other facilities in the quarantine camp
- 2.3. To quarantine and manage any suspected animals for FMD across the border with the neighbouring countries.

# 3. SCOPE OF SERVICES

- 3.1. The contract covers the supply of all materials, installation of park homes, electrical works, water reticulation, bush clearing and refurbishment of animal handling facilities.
- 3.2. General scope of works;
  - 3.2.1. Site establishment:
  - 3.2.2. Earthworks: Clearing and leveling of the earmarked area to place park homes.
  - 3.2.3. Erect/assemble or install Park homes.
  - 3.2.4. Installation of septic tanks as per the attached drawings
  - 3.2.5. Construction of security tower as per the attached drawing.
  - 3.2.6. Supply and install solar panels and other associated equipment's to supply at least 25Kwh/day.
  - 3.2.7. Refurbishment of handling facilities within the quarantine camps:
    - 3.2.7.1. Supply labor to fix loading ramp, crush and holding pens.
    - 3.2.7.2. Supply labor and equipment to bush clear 46ha area.
  - 3.2.8. Supply and install pipelines to connect water to drinking trough to all the camps within the quarantine area.

# 4. PROJECT LOCATION

4.1. The site is in the Jozini Local Municipality in Umkhanyakude District Municipality, at Bhambanana area approximately 40km from Jozini.

Site Coordinates: 27°06'08"S & 32°09'02"E

# **PART D**

# **SPECIAL TERMS & CONDITIONS**

#### 1. INTRODUCTION

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

# 2. ACCEPTANCE OF BID

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

# 3. AMENDMENT OF CONTRACT

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

#### 4. AWARD

- 4.1 Bidders who meet the prequalification and administrative compliance shall be scored on functionality and only bidders with a minimum score of 70 shall be evaluated on price and preference points.
- 4.2 An award will be made to one bidder.

# 5. BASIS OF QUANTITIES

5.1 Quantities are as reflected on the Bill of Quantities.

#### 6. BBBEE CERTIFICATE / SWORN AFFIDAVIT

- 6.1 A bidder must submit a valid BBBEE certificate or a sworn affidavit together with the bid for pre-qualification purposes and for claiming BBBEE points.
- 6.2 All BBBEE certificates issued by IRBA, Accountants and Accounting Officers are no longer valid certification and will no longer be considered.

# 7. CHANGE OF ADDRESS

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

#### 8. COMPETENCY OF THE SERVICE PROVIDER

- 8.1 This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of a **minimum of 3GB/CE**. The contractor is to submit evidence of his/her OWN **Active** registration.
- 8.2 For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 8.3 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

#### 9. COMPULSORY SITE BRIEFING

9.1 A compulsory site-briefing meeting will **NOT** be held with prospective Bidders.

#### 10. COUNTER OFFERS

10.1 Counter offers shall not be considered.

#### 11. DELIVERY CONDITIONS

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

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

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

In Park Home construction.

- 10.1.1 Date of commencement of contract/s;
- 10.1.2 Value per contract; and
- 10.1.3 Contract details, which includes with whom held, phone number and Address/s of the companies.

#### 13. ENTERING OF DEPARTMENTAL OFFICES

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

# 14. EQUAL BIDS

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

#### 15. INVOICES

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

#### 16. IRREGULARITIES

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

#### 17. JOINT VENTURES

- 17.1 In terms of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated BBBEE Status Level Verification Certificate for every separate bid.
- 17.2 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 17.3 The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) preference points being allocated for evaluation purposes.
- 17.4 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 17.5 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 17.6 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

## 18. LATE BIDS

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

#### 19. NOTIFICATION OF AWARD OF BID

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

# 20. PAYMENT FOR SUPPLIES AND SERVICES

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

- 20.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 20.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
  - 20.3.1 Contact must be made with the officer-in-charge from Director veterinary services;
  - 20.3.2 If there is no response from the Director Vet services, the Director: Finance must be contacted:
- 20.4 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

#### 21. PERIOD OF CONTRACT

21.1 The contract is ad hoc / once off.
For the completion period, see Clause 59 *Period of Completion & Rate of Progress.* 

# 22. PRE-QUALIFICATION CRITERIA

- 22.1 Only bidders who meet both of the following prequalification criteria may respond:-
- 22.1.1 BBBEE level 1 (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017); and
- 22.1.2 EME (as per the provisions of section 4(1)(b) of the PPPFA Regulations, 2017)
- 22.1.3 Minimum CIDB grading 3GB/CE
- 22.2 Bidders must submit documentary proof of compliance with the above prequalification criteria.
- 22.3 Bidders who fail to comply with the above-stipulated prequalification criteria or fail to submit documentary proof of the compliance with the prequalification criteria shall not be considered for this bid.

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

- 23.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, **before** construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.
- 23.2 The same replacement obligation to the Contractor would apply during the construction phase.
- 23.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.

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

#### 24. ORDER OF PRECEDENCE

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

#### 25. SUPPLIERS DATABASE REGISTRATION

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

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

#### 26. TAX AND DUTIES

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

# 27. TAX COMPLIANCE PIN

- 27.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 27.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

#### 28. UNSATISFACTORY PERFORMANCE

- 28.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 28.2 The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).

- 28.3 If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -
  - 28.3.1 To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites.
  - 28.3.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
  - 28.3.3 To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 28.4 In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.
- 28.5 When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

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

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

# 30. VALUE ADDED TAX (VAT)

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

## 31. SERVICE LEVEL AGREEMENT

- 31.1 The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid.
- 31.2 The Special Terms and Conditions (STC), the Standard Technical Specifications (STS) and the Project Specifications (PSS) as listed in this bid document, together with the Drawings, are deemed to form part of the SLA.

# 32. COMMENCEMENT OF THE WORK

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

#### 33. HANDOVER OF SITE TO CONTRACTOR

- 33.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site handover will be the official start of the construction period, and the work will have to be completed within the period stipulated in clause 59 ("Completion period and rate of progress")
- 33.2. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.
- 33.3. The Contractor will control the site for the contract duration. Only the Contractor's own employees,

  Contractor's local labour and Departmental Representatives will be allowed on site.
- 33.4. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

#### 34. WATER AND POWER

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

#### 35. LOCATION OF CAMP

- 35.1. The Contractor's camp may be erected on the site of the works but must meet the approval of the Engineer, project beneficiaries and landowners.
- 35.2. No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

# 36. HOUSING OF CONTRACTOR'S EMPLOYEES

- 36.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants.
- 36.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

# 37. LABOUR SOURCE & CAPACITY

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

#### 38. SECURITY & RISK

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

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

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

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

# 40. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

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

#### 41. DAMAGE TO PROPERTY

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

#### 42. UNDERGROUND CABLES AND PIPES

- 42.1. If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 42.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 42.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

#### 43. DAILY RAINFALL RECORDS

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

#### 44. INSPECTION OF WORK

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

# 45. NOTICE OF COVERING WORK

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

# 46. SUB-CONTRACTED WORK

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

#### 47. INSURANCE

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

#### 48. PROTECTION OF THE PUBLIC

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

- Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
- Regular updating of all of the foregoing.
- Provision of medical certificates of employees.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Department
- 48.2 To enable the Department to appraise the allowances that Bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.
- 48.3 To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.
- 48.4 Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 48.5 The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements.

#### 49. INJURY TO PERSONS

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

#### **50. DISAGREEMENTS**

- 50.1 <u>Notice of disagreement.</u> The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.
- 50.2 Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

#### 51. FIXED PRICE CONTRACT

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

# 52. PRICING - COMPLETENESS OF BID

- 52.1 Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. If he/she does not bid on all items, his/her bid will be rejected.
- 52.2 All bid/quoted prices for separate items are to be in South African currency and must **exclude** VAT.
- 52.3 All items as described in the project specification are to be priced in full.
- 52.4 Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.
- 52.5 VAT must be filled in as the sub total followed by the complete price for the entire project.
- 52.6 The Bid price page must be signed by a person legally authorized to do so.

#### 53. QUANTITIES OF WORK

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

#### 54. PROGRESS PAYMENTS

- 54.1 Payment shall only be made for claims that are commensurate with the works actually executed and complete.
- 54.2 Payment will only be made against the construction progress as pertaining to **built**/installed items. Movable items and materials on site are generally excluded from progress payments until they have been fully installed or fitted or built up.
- 54.3 If any item or part of an item in an invoice is disputed, the Engineer shall give notice to the contractor explaining the disputed item and request for re-measurement.
- 54.4 Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (58).
- 54.5 The penultimate payment occurs after <u>practical works completion</u>. The final payment will be made after the 12 months' liability period when the contractor has dealt with all defects, if any.

#### 55. COMPLETION OF THE WORKS

55.1 Work completion will be established over three stages.

## 55.1.1 Practical completion

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

# 55.1.2 Works completion

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

# 55.1.3 Final completion

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

#### 56. RETENTION

- 56.1 A 10% retention will be withheld on payment for duration of the construction.
- 56.1.1 The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **works completion** of the works. The remainder, *viz* 5%, will be paid out at **final completion** after expiry of the defect liability period 12 months after practical completion), the bidder having eliminated all defects.
- 56.1.2 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.

#### 57. DEFECT LIABILITY PERIOD

- 57.1 The defect liability period is 12 calendar months calculated from the date of Practical Completion.
- 57.2 The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

#### 58. CONTINGENCIES

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

# 59. PERIOD OF COMPLETION & RATE OF PROGRESS

- 59.1. The project has to reach practical completion **within 6 months** of award of the contract (180 calendar days).
- 59.2. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 59.3. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (1) of this clause.
- 59.4. The date of completion will be extended only to the extent approved by the Department.
- 59.5. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 59.6. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

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

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

#### 61. LOCAL PRODUCTION CONTENT

- 61.1. The Department of Agriculture and Rural Development promotes Local Production and Content. In the case of designated sectors, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 61.2 This bid document carries a minimum threshold for local content as follows.
  - 61.1.1. Wire products (All fencing products including welded mesh fencing) 100%
  - 61.1.2. Park Homes 100%
  - 61.1.3. Electrical cables 90%
  - 61.1.4. Valves 70%
  - 61.1.5. CCA treated/Creosoted poles 100%
- 61.3 Department of Agriculture and Rural Development reserves the right at its sole discretion to set minimum thresholds for sectors which may not have been declared as designated sectors by the DTI in an effort to stimulate local production and content where relevant.
- 61.4 Bidders are required to assess their product and /or service offering against the designated sector lists as published by the Department of Trade and Industry (the DTI) and to ensure full compliance to the minimum local content threshold, if relevant, before submitting its response to this tender.
- 61.5 The Department of Trade and Industry latest list of designated sectors can be accessed on <a href="http://www.dti.gov.za/industrial\_development/ip.jsp">http://www.dti.gov.za/industrial\_development/ip.jsp</a>
- 61.6 The bid documents shall be evaluated individually on score sheets, by a representative evaluation panel, according to the below mentioned evaluation criteria.
- 61.7 All service providers who score less than minimum functionality score of (70%) shall not be considered for the work
- 61.8 Submission of a methodology proposal. The proposal includes a sound implementation plan with detailed on reporting structures and comprehensive schedule of works. The proposal provides an indication of the service providers level of understanding of the project.
- 61.9 The evaluation criteria are as in Table 1 overleaf.

# PART E

# A I 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**

- 1 EARTHWORKS
- 2 CONCRETE, FORMWORK AND REINFORCEMENT
- 3 BLOCK AND BRICKWORK
- 4 WATERPROOFING
- 5 CARPENTRY AND JOINERY
- 6 FLOOR COVERINGS, PLASTIC LININGS, ETC.
- 8 SCREEDING AND PLASTERING
- 10 DRAINAGE AND PLUMBING
- 11 SANITARY PLUMBING AND FITTINGS
- 12 FIRE EXTINGUISHERS
- 13 GLAZING
- 14 PAINTING

#### 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, 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 0,033m³.
- 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 m³ 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 2.

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

#### 7. STANDARD PLASTER & MORTAR MIXES

# 7.1. The standard **plaster** mixes are as listed in Table 3:

TABLE 3: STANDARD PLASTER MIXES				
PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (fdns, wet areas)	1 : 4	50	0-10	130
General purpose	1:5	50	0-40	165

# 7.2. The standard **mortar** mixes are as listed in Table 4:

**TABLE 4: STANDARD MORTAR MIXES** 

MORTAR CLASS	MIX RATIO:	MASONRY	LIME:	SAND:
MOTOTAL GENER	(Ry Volume)	CEMENT:		(loose and
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

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

# 8.3. Class U3 Coarse Brush Surface Finish

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

# 8.4. Class U4 Steel Float Finish

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

8.1.	satisfy h	cases no imself as	geotecl to the	nnical da nature o	ta is avai	lable for thating groun	ne site. The d condition	e contractor s during th	must e site
	briefing.								

# **B I PROJECT TECHNICAL SPECIFICATIONS**

# 1. CONSTRUCTION / PLACEMENT OF PARK HOMES

# SCOPE OF WORKS AND MINIMUM TECHNICAL SPECIFICATIONS FOR MOBILE/PARKHOME TYPE OFFICES WITH INSULATED PANEL WALLING AND ROOFING FOR QUARANTINE CAMPS

Α	SCOPE OF WORKS
1.1	Clearing of the site at which the units will be placed. Disposal of waste etc. in consultation with veterinary staff and in an environmentally acceptable manner.
1.2	Setting out of the building footprints. Units must be at least 5m apart to reduce fire hazards, and must be at least 3 meter away from the property boundary line.
1.3	Clearing (removing of vegetation) of entire site. This includes an area of 3m around all units
1.4	Leveling of entire site. Maximum 50mm level difference between lowest and highest point
1.5	Application of herbicide and ant killing poison.
1.6	Supply, offloading and positioning of the units. SP responsible for lifting equipment. Adjustable jacks to be supplied and which will be used to level out the units.
1.7	Connection of all units to the solar panels by an electrician with a wireman's license. Electrical certificate for the connection from an electrician with a wireman's license to be supplied by SP after inspection of the installation. Units to come with their own electrical certificate.
1.8	Supply & Installation of all bathroom ware, including basins, pans, urinal and mirrors
1.9	Supply and installation of all kitchen ware, including geyser, microwave,
1.10	Connection of the toilet drains to a septic tank. SP to create alternative grey water disposal facility. Grey water disposal and the sewerage to be discussed during the site briefing.

В	MINIMUM TECHNICAL SPECIFICATIONS FOR UNITS				
1	BUILDING DIMENSIONS				
	Unit	No of units	Dimensions	Roof type	
1.1	Open Plan/Board Room/ Kitchen and Toilets	1	12.00m x 6.00m	Double pitched	
1.2	Veterinary Clinic/Kitchen and Toilets	1	12.00m x 6.00m	Double pitched	
1.3	Accommodation for Employees	1	12.00m x 3.40m	Mono/double pitched	
1.4	Guard House	1	6.00m x 3.05m	Mono/double pitched	
1.5	Ablutions & Kitchens	1	6.00m x 3.05m	Mono/double pitched	
1.6	Heights: internal ceiling height 2.30m minimum. Roof pitch: 6-10 degrees.				

2	MATERIALS	
2.1	CHASSIS	All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members.
2.2	SUPPORTS	Screw-in type jacks.
2.3	FLOOR	Decks are heavy-duty, treated exterior grade timber floors (min. thickness 22mm), glued and fastened to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to the chassis.
2.4	FLOOR COVER	Offices: Belgotex polypropylene fiber carpet (Berber point). Ablutions & kitchen: 2mm thick industrial vinyl.
2.5	WALLS	60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted.
2.7	ROOF	Mono or double pitch. Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek on both sides.
2.8	ROOF CAPPINGS	Chromadek gable cappings, eaves cappings and roof capping.
2.8	GUTTERS	Two seamless aluminium gutters (chromadek) with down pipe for the open plan/boardroom & Vet Clinic, one gutter for the other three buildings
2.9	DOORS	External: Chromadek clad 38mm panel, with 3 lever lock. Interior: Hollow core with wood grain skin complete with 2 lever lock.
2.10	WINDOWS	Aluminium frames, pre-manufactured.

3	ABLUTIONS	
3.1	TOILET PAN	Closed Cistern Top Flush – ceramic, white with solid hard plastic heavy seats, plus cover
3.2	URINAL	Ceramic (white)
3.3	WASHING BASSINS	Ceramic (white), 500-550m long and 350-400mm
3.4	TAPS	All steel chromium pillar taps. Two per basin.

4	KITCHEN	
4.1	SINK	Drop-in sink, stainless steel, double bowls, length 1100 – 1250mm. Width: 450-550mm
4.2	SINK TAPS	Chrome kitchen deck mixers. One per bowl
4.3	CUPBOARDS	Panel thickness: 16mm minimum. Two separated cabinets, 2x2 hinged doors.
4.4	COUNTERTOP	Formica kitchen countertop at least 40mm thick
4.5	FRIDGE	Double Door Fridge Freezer - White 140 – 180L
4.6	MICROWAVE	Solo microwave oven 20-25L, e.g.:  • Samsung 20 L Solo Microwave Oven (MW73AD-B/XTL, Black),  • G 20 L Solo Microwave Oven (MS2043DB, Black)  • Or equivalent

5	ELECTRICAL	
5.2	Lighting & Extraction fans	Open plan: 8 x 3 T8 fixtures of 25 W each = 600W Four offices blocks: 4 x 50W T8 fixtures = 200W Two offices blocks & ablutions/kitchens: 2 x 2 x 50W T8 fixtures = 200 W Extraction fans (150mm diameter): 2 x 25W = 50W Together all lighting and extractor fans: 1050W =
5.3	Wall plugs	Standard 16Amp wall plugs  Open Plan: 3 x 7 = 21 x 16 Amp = 330 Amp  4 Office block: 4 x 16 Amp = 64 Amp  2 Office block: 2 x 16 Amp = 32 Amp  Kitchen:
5.4	Computer wall plug	Dedicated double socket with switches (14x)

#### 2. PLUMBING, SEPTIC TANK AND DRAIN FIELDS

Septic tank and field drain system to be constructed in two sites. Thus, one for the open plan office and one for the vet clinic.

- .1 The use of a sink requires the connection of the shed to a waste & grey water collection/ processing facility. In this project, the processing facility will be a septic tank with French drain. The contractor is responsible for the installations and connections. **Professional plumber should do the installation.**
- .2 If a plastic tank is installed, the plastic hollow lid should be filled with concrete. The inspection hole should be at least be 100mm above the ground.
- .4 The exit pipe should be a perforated sewer pipe of 100-110mm diameter with holes or slits for the effluent to exit.
- .5 The tank exit pipe should enter into a French drain of at least 6m long, 400mm wide and
  - 1.00m deep. It should be embedded in gravel 400mm deep that should be covered with
  - geo- textile fabric and soil above the gravel.
- .6 The tank should be a pre-manufactured one (plastic or concrete). Tank volume depends on number of people using the facilities. <u>Tick applicable option below</u>.

No. of users	Tank volume (L)	Tick box	No. of users	Tank volume (L)	Tick box
Up to 4	1000		Up to 12	3000	
Up to 6	1500		Up to 15	4500	$\sqrt{}$
Up to 9	2500		Up to 25	5500	

- .7 The pipe should run at a pitch of 1-2%, with the lower end of the 6m long pipe approximately 10 cm lower than the top end of the pipe.
- .8 If a plastic septic tank is installed, the grey water coming from the basin, should bypass the septic tank and run direct into the French Drain. Alternatively, the grey water from the sinks could be taken outside the building and used for the watering of a garden.
- .9 In case of a soft tank foundation, a 25MPa/19mm concrete slab of 100mm thick should be cast with Ref 395 to extend to 200mm beyond the tank's footings.

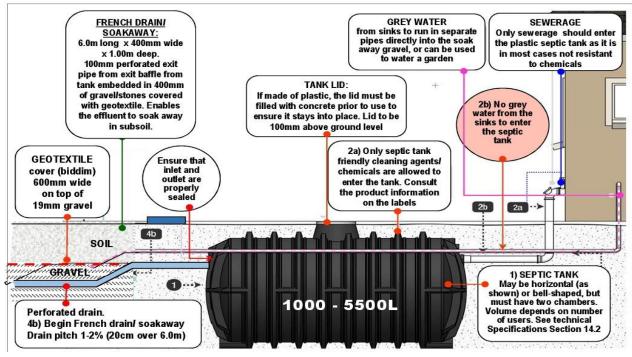


Figure 1: Septic tank installation

#### 3. CONSTRUCTION OF A SECURITY TOWER

- .1 Structural steel tower to be constructed with 76.mm X 3.6mm round tube and GI profile steel sheets.
- .2 Tower dimension: 2.3m X 2.3m X 9.6m high.
- .3 The round tubes columns to be erected on a 0.7m X 0.7m X 0.8m deep 25Mpa concrete footing.
- .4 The tower columns to be supported by cross members of 30 X 5mm flat bars. The cross members to be bolted/welded to the columns.
- .5 100 X 65 X 8mm Angle iron frames to be used as frames/ horizontal braces.
- .6 125X75X20X2mm galvanized lip channels to be used as a floor and roof support for the top compartment.
- .7 1mm GI profile steel sheets to be used to cover the roof and create compartment on the top level of the tower
- .8 2mm chequered aluminium plate to be used as a floor for the top compartment.
- .9 Steel ladder steps Made of ISA 25 with 4mm Chequered plat on top. The ladder to be 0.6m wide and 9m long, ladder to be supported with 76mm X 3.6mm round tubes in two positions as per the supplied drawings. The ladder supporting columns to be erected on a 25Mpa concrete footing.

#### 4. BUSH CLEARING AND FIXING OF ANIMAL HANDLING FACILITIES

- .1 Some portions of the quarantine camp need to be bush cleared. The Service provider is required to supply labour and manual bush clearing tools.
- .2 Part of the 46ha area should be discussed with the Veterinary service to identify what trees should be cut and cleared. It is not necessary to clear all the trees.
- .3 Manual bush-clearing tools to be supplied includes: Hatchets, Machetes, axes and brush axes.
- .4 The same labour is also required to refurbish existing animal handling facility in the quarantine camp.
- .5 The facilities are loading-ramp and crush-pen. Pole works and damaged concrete floor shall be assessed and reconstructed in-consultation with veterinary services.
- .6 Existing poles in the camp to be used to refurbish the handling facilities. Thus, service provider is required to supply labour, concrete mix for pole footings and pole fixing jointers (hand bars and wires).

#### 5. SOLAR POWER SUPPLY

The solar panels to be installed on rigid frames according to the supplier's recommendation. The solar photovoltaic system with batteries is required to deliver 25KWh/day.

A fully functioning solar system to include:

- Solar Panels.
- Solar storage batteries
- Charge controller/Regulator
- DC-AC converter

Components of the solar setup to supply the required power, not mentioned above, shall be included as per the supplier's recommendations.

Installation of the solar power system and connecting/supplying power to the facilities (office, guardhouse, kitchen and security tower) shall be done by a registered electrician.

CERTIFICATE OF REGISTRATION TO BE SUMITTED TO THE ENGINEER.

## LIST OF ANNEXURES

ANNEXURE	DESCRIPTION	PAGE
А	BILL OF QUANTITIES	77 - 93
В	SUMMARY OF BILL OF QUANTITIES	94
С	CONTRACTOR'S OCCUPATIONAL HEALTH AND SAFETY DECLARATION	95 -
D	ADDITIONAL INFORMATION – EXPERIENCE	49
E	PRELIMINARY CONSTRUCTION PROGRAMME	50
F	DRAWINGS	51

	Annexure A: BOQ BHAMANANA QUARANTINE CAMP						
PREL	LIMINARY AND GENERAL						
	Description	Unit	QTY	Rate	Amount		
1	FIXED CHARGED ITEMS						
1.1	Contractual Requirements	Sum	1				
	Establish Facilities on the Site : Facilities for Contractor						
1.2	Offices and storage sheds	Sum	1				
1.3	Ablution and latrine facilities	Sum	1				
1.4	Water supplies, electric power and communications	Sum	1				
1.5	Plant, tools and equipment	Sum	1				
1.6	Other fixed-charge obligations (e.g. fencing)	Sum	1				
1.7	Remove Contractor's Site establishment on completion	Sum	1				
2	TIME RELATED ITEMS						
	Contractual Requirements to operate the facilities on site for the duration of construction, except where otherwise stated						
2.1	Offices and storage sheds	Month	6				
2.2	Ablution and latrine facilities	Month	6				
2.3	Plant, Tools and equipment	Month	6				
2.4	Water supplies, electric power and communications	Month	6				
2.5	Company and head office overhead costs	Month	6				
2.6	Other time-related obligations	sum	1				
3	SUMS STATED PROVISIONALLY BY THE ENGINEER						
3.1	Provision for Community Liaison Officer (CLO)				R40 000		
3.2	Overheads, charges and profit on item 3.1. Percentage tendered >>:%	%					
4	DAY WORKS (RATES ONLY)						
4.1	Semi-Skilled labour	Day	1				
4.2	Skilled Labour	Day	1		Rate Only		
4.3	Foreman	Day	1				
5	OCCUPATIONAL HEALTH & SAFETY ACT						
5.1	All costs and obligations to comply with the OHS Act Construction Regulations	Sum	1				
5.2	Time related obligations to comply with the OHS Act Construction Regulations	Sum	1				
	PRELIMINARY AND GENERAL - PAGE 28 >> T SUM	RANSF MMARY		R			

#### Annexure A: BOQ BHAMANANA QUARANTINE CAMP OFFICES PARKHOME1 - 12.00 X 6.10M (OPEN PLAN) 1 STANDARD ITEMS **Description** Unit Qtv **Amount** Rate Supply, Deliver and installation of Modular 1 1.1 Standard specifications **CHASSIS** All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members. **SUPPORTS** Adjustable steel jacks to be placed under the units chassis With pressure dividing stone. (24x) **FLOOR** Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/joists may be timber or steel. The entire floor is bolted down to chassis (72m<sup>2</sup>) FLOOR COVER Belgotex polypropylene fiber carpet (Berber point) 72m<sup>2</sup> **WALLS** 60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted. Sum 1 **ROOF** Mono or double pitch (6-10 degrees). Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek (both sides. **ROOF CAPPINGS** Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x) **GUTTERS** Two seamless aluminium 12m long Highline gutters (chromadek) with one aluminium down pipe each (2x)**DOORS** External: Chromadek clad 38mm panel, with 3 lever lock. (2x) **WINDOWS** Aluminium frames, pre-manufactured. 1100 x 1200mm, sliding (7x) 500 x 900mm, sliding (1x) 500 x 500mm, sliding (3x)

# SUBTOTAL PARKHOME 1 – TRANSFER >> TO SUMMARY PAGE R Annexure A: BOQ BHAMANANA QUARANTINE CAMP OFFICES

# PARKHOME 1 – 12.00 X 6.10M (OPEN PLAN) (CTD) Description Unit QTY Rate Amount SUPPLY, DELIVER AND INSTALL ELECTRICAL RETICULATION (Include installation) 1.2.1 Power skirting (Le Grande)- 24m Dedicated double computer plug point (2x) Plug points— standard 16Amp (7x) Cabling OPEN PLAN OFFICES EXTRA FIXURES (Include installation)

1.2.3	Dedicated double computer plug point (2x) Plug points— standard 16Amp (7x) Cabling	Sum	1	
2	OPEN PLAN OFFICES EXTRA FIXURES (Include installation)			
2.1	T8 fixtures with 2 x 25W tubing, including lens (cover)	No.	8	
2.2	Distribution board	No.	1	
2.3	Burglar guards for 1100 x 1200mm windows. Must allow for installation of horizontal blinds (see item 2.6).	No.	7	
2.4	Steel burglar gates (25mm square or round tubing minimum) to be installed outside the outside doors.	No.	2	
2.5	50mm horizontal blinds (wood) - Hunter Green. To fit window 1100 x 1200mm.	No.	7	
2.6	Supply & installation of outside skirting to cover space between unit bottom and ground level (200-500mm, depending on chassis and jack height). Total length: 36m.	Sum	1	
2.7	Supply of two-tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min.) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks.	No.	2	
2.8	Supply & installation of a fire extinguisher: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage.	No.	1	

# SUBTOTAL PARKHOME1 >> TRANSFER TO SUMMARY PAGE R

	Annexure A: BOQ BHAMANANA QUARANTIN	IE CAM	P OFFI	CES	
PARK	(HOME 1 – 12.00 X 6.10M (OPEN PLAN) (CTD)				
#	Description	Unit	QTY	Rate	Amount
3	SUPPLY, DELIVER AND INSTALLATION OF KITCHEN + TOILETS				
3.1	Supply & installation of toilet pan closed cistern top flush – ceramic, white with solid hard plastic seats, plus cover.	No.	3		
3.2	Supply & installation of toilet division walls (42mm EPS Minimum). Two division panels + 1 front wall of at least 2.00m height	Sum	1		
3.3	Supply & installation of toilet doors: Insulated panel. Width: 700 - 800 mm <> Height: 1900- 2000mm				
3.4	Supply & installation of urinal. Ceramic (white), with flushing mechanism.	No.	1		
3.5	Supply & installation of washing basin ceramic (white), 500-550m long and 350-400mm wide. Include all steel chromium pillar taps. Two taps per basin.	No.	2		
3.6	Two frameless glass mirrors 5mm thick mounted against the wall above the washing basins 300 x 500mm with appropriate clips.	No.	2		
3.7	Supply & installation of Kitchen Base Units (KB7 – 800 (h) x 545 (d) x 900 (w) with formica kitchen countertop at least 40mm thick	No.	2		
3.8	Supply & installation of Kitchen Drawers (KD2 – 800 (h) x 415 (d) x 568 (w). Panel thickness: 16mm minimum. Two separated cabinets, 2 x 2 hinged doors.	No.	1		
3.9	Supply & installation of Drop-in sink, stainless steel, double bowls, length 1100 – 1250mm. Width: 500-650mm.	No.	1		
3.10	Supply & installation of chrome kitchen deck mixers. One per bowl. Grohe or equivalent.	No.	2		
3.11	Supply of Solo microwave oven 20-25L, e.g.:  • Samsung 20 L Solo Microwave Oven (MW73AD-B/XTL, Black),  • G 20 L Solo Microwave Oven (MS2043DB, Black)  • Or equivalent	No.	1		
	SUBTOTAL PARKHOME 1 >> TRANSFER TO SU	MMARY	PAGE	R	

Annexure A: BOQ BHAMANANA QUARANTINE CAMP VET CLINIC					
PAF	RKHOME 2 – 12.00 X 6.10M (VET CLINIC)				
1	STANDARD ITEMS				
	Description	Unit	Qty	Rate	Amount
1.1	Supply, Deliver and installation of Modular 2				
	Standard specifications				
	CHASSIS All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members.				
	SUPPORTS Adjustable steel jacks to be placed under the units chassis With pressure dividing stone. (24x)				
	FLOOR Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to chassis (72m²)				
	FLOOR COVER Belgotex polypropylene fiber carpet (Berber point). 72m <sup>2</sup>				
	WALLS 60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted.		1		
	ROOF Mono or double pitch (6-10 degrees). Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek (both sides.	Sum	1		
	ROOF CAPPINGS Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x).				
	GUTTERS Two seamless aluminium 12m long Highline gutters (chromadek) with one aluminium down pipe each (2x)				
	DOORS External: Chromadek clad 38mm panel, with 3 lever lock. (4x)				
	WINDOWS Aluminium frames, pre-manufactured.				
	<ul> <li>1100 x 1200mm, sliding (7x)</li> <li>500 x 900mm, sliding (1x)</li> <li>500 x 500mm, sliding (3x)</li> </ul>				
	SUBTOTAL PARKHOME 2 >> TRANSFER TO SUMM	ARY F	AGE	R	

Annexure A: BOQ BHAMANANA QUARANTINE CAMP VET CLINIC								
PARK	PARKHOME 2 – 12.00 X 6.10M VET CLINIC (CTD)							
	Description	Unit	QTY	Rate	Amount			
1.2	SUPPLY, DELIVERY AND INSTALLATION OF ELECTRICAL RETICULATION (Include installation)							
1.2.1 1.2.2 1.2.3 1.2.4	Dedicated double computer plug point (2x) Plug points— standard 16Amp (7x)	Sum	1					
2	VET CLINIC EXTRA FIXURES (Include installation)							
2.1	Wooden counter and shelf / drawers for reception area	sum	1					
2.2	Wall Mounted Air-conditioners 6000BTU. Carrier Hot & Cold.	No.	4					
2.3	T8 fixtures with 2 x 25W tubing, including lens (cover)	No.	8					
2.4	Distribution board	No.	1					
2.5	Burglar guards for 1100 x 1200mm windows. Must allow for installation of horizontal blinds (see item 2.6).	No.	7					
2.6	Steel burglar gates (25mm square or round tubing minimum) to be installed outside the outside doors.	No.	2					
2.7	50mm horizontal blinds (wood) - Hunter Green. To fit window 1100 x 1200mm.	No.	7					
2.8	Supply & installation of outside skirting to cover space between unit bottom and ground level (200-500mm, depending on chassis and jack height). Total length: 36m.	Sum	1					
2.9	Supply of two-tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min.) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks.	No.	2					
2.10	Supply & installation of a fire extinguisher:: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage.	No.	1					
SUBTOTAL PARKHOME 2 - PAGE 33 >> TRANSFER TO SUMMARY PAGE				R				

Annexure A: BOQ BHAMANANA QUARANTINE CAMP VET CLINIC						
PARK	PARKHOME 2 – 12.00 X 6.10M VET CLINIC (CTD)					
#	Description	Unit	QTY	Rate	Amount	
3	SUPPLY, DELIVERT AND INSTALLATION OF KITCHEN + TOILETS					
3.1	Supply & installation of toilet pan closed cistern top flush – ceramic, white with solid hard plastic seats, plus cover.	No.	3			
3.2	Supply & installation of toilet division walls (42mm EPS Minimum). Two division panels + 1 front wall of at least 2.00m height	Sum	1			
3.3	Supply & installation of toilet doors: Insulated panel. Width: 700 - 800 mm <> Height: 1900- 2000mm					
3.4	Supply & installation of urinal. Ceramic (white), with flushing mechanism.	No.	1			
3.5	Supply & installation of washing basin ceramic (white), 500-550m long and 350-400mm wide. Include all steel chromium pillar taps. Two taps per basin.	No.	2			
3.6	Two frameless glass mirrors 5mm thick mounted against the wall above the washing basins 300 x 500mm with appropriate clips.	No.	2			
3.7	Supply & installation of Kitchen Base Units (KB7 – 800 (h) x 545 (d) x 900 (w) with Formica kitchen countertop at least 40mm thick	No.	2			
3.8	Supply & installation of Kitchen Drawers (KD2 – 800 (h) x 415 (d) x 568 (w). Panel thickness: 16mm minimum. Two separated cabinets, 2 x 2 hinged doors.	No.	1			
3.9	Supply & installation of Drop-in sink, stainless steel, double bowls, length 1100 – 1250mm. Width: 500-650mm.	No.	1			
3.10	Supply & installation of chrome kitchen deck mixers. One per bowl. Grohe or equivalent.	No.	2			
3.11	Supply & installation of an electrical 6-liter instant geyser under counter.	No.	1			
3.12	Supply of double door Top Freezer Fridge – White or stainless. 140 – 180L. LG, KIC or equivalent	No.	1			
3.13	Supply of Solo microwave oven 20-25L, e.g.:  • Samsung 20 L Solo Microwave Oven (MW73AD-B/XTL, Black),  • G 20 L Solo Microwave Oven (MS2043DB, Black)  • Or equivalent	No.	1			
	SUBTOTAL PARKHOME 2 >> TRANSFER TO SUM	MADV	DAGE	D		
	SUBTUTAL FARRIUNIE 2 >> TRANSFER TO SUM	IVIAR I	FAGE	, , , , , , , , , , , , , , , , , , ,		

#### **Annexure A: BOQ BHAMANANA QUARANTINE CAMP ACCOMODATION**

# PARKHOME 3 – SUPPLY, DELIVERY AND INSTALLATION OF 12.00 X 3.4M ACCOMODATION

1	STANDARD ITEMS				
	Description	Unit	Qty	Rate	Amount
1.1	Supply and installation of modular 3				
	Standard specifications:  CHASSIS All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members.  SUPPORTS Screw-in type steel jacks, with pressure dividing stone. (12x)  FLOOR Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may				
1.1	be timber or steel. The entire floor is bolted down to chassis. (41m²)  FLOOR COVER Belgotex polypropylene fiber carpet (Berber point). 41m²  WALLS 60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted.	Sum	1		
	ROOF Mono or double pitch 6-10 degrees. Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek on both sides.				
	ROOF CAPPINGS Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x).				
	GUTTERS One seamless aluminium 12m long Highline gutter (chromadek) with one aluminium down pipe.				
	DOORS External: Chromadek clad 38mm (min.) panel, with 3 lever lock. (4x)				
	SUB TOTAL PARKHOME 3 >> TRANSFER TO SUMN	IARY P	AGE	R	

Anne	Annexure A: BOQ BHAMANANA QUARANTINE CAMP ACCOMODATION							
PAR	PARKHOME 3 – 12.00 X 3.4M ACCOMODATION (CTD)							
	Description	Unit	QTY	Rate	Amount			
1.2	SUPPLY, DELIVERY AND INSTALLATION OF ELECTRICAL RETICULATION (Include installation)							
1.2.2 1.2.3	Power skirting (Le Grande)- 12m Dedicated double computer plug points (4x) Plug points— standard 16Amp (6x) Cabling	Sum	1					
2	ACCOMODATION EXTRA FIXURES (Include installation)							
2.1	T8 fixtures with 2 x 25W tubing, including lens (cover)	No.	4					
2.2	Distribution board	No.	1					
2.3	Burglar guards for 1100 x 1200mm windows. Must allow for installation of horizontal blinds (see item 2.6).	No.	4					
2.4	Steel burglar gates (25mm square of round tubing minimum) to be installed outside the doors.	No.	4					
2.5	50mm horizontal blinds (wood) - Hunter Green. To fit window 1100 x 1200mm.	No.	4					
2.6	Supply & installation of outside skirting to cover space between unit bottom and ground level (200-400mm, depending on chassis and jack height). Total length: 31m.	Sum	1					
2.7	Supply of two - tier doorsteps (1.20m x 350mm) on steel galv. frame (30mm tubing min) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks.	No.	4					
2.8	Supply & installation of a fire extinguisher: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B: C. Rechargeable, 9 kg. Include installation & signage.	No.	1					
	SUB TOTAL PARKHOME 3 >> TRANSFER TO SUMMA	R						

# Annexure A: BOQ BHAMANANA QUARANTINE CAMP GUARD HOUSES PARKHOME 4 – SUPPLY, DELIVERY AND INSTALLATION OF 6 .00 X 3.05M GUARD HOUSES

Description  1.1 Supply and installation of modular 4  Standard specifications  CHASSIS  All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members.	Unit	QTY	Rate	Amount
Standard specifications  CHASSIS All steel I-beams or lipped channels (200mm minimum)				
CHASSIS All steel I-beams or lipped channels (200mm minimum)				
SUPPORTS Adjustable steel jacks to be placed under the unit's chassis, if required with pressure dividing stone. (8x)  FLOOR Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to chassis. (18m²)  FLOOR COVER Belgotex polypropylene fiber carpet (Berber point). 18m²  ALL WALLS 75mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted.  ROOF Mono or double pitch 6-10 degrees. Top fluted/ribbed 100mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek on both sides.  ROOF CAPPINGS Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x).  GUTTERS One seamless aluminium 6 m long Highline gutter (chromadek) with one aluminium down pipe.(1x)  DOORS External: Chromadek clad 38mm (min.) panel, with 3 lever lock. (2x). Internal	Sum	1		
WINDOWS  SUB TOTAL PARKHOME 4 - PAGE 37 >> Transfer to Sum	maria	Daga	R	

#### Annexure A: BOQ BHAMANANA QUARANTINE CAMP GUARD HOUSES PARKHOME 4 - 6.00 X 3.05M GUARD HOUSES (CTD) Unit **QTY** Description Rate Amount SUPPLY, DELIVERY AND INSTALATION OF 1.2 **ELECTRICAL RETICULATION** (Include installation) 1.2.1 Power skirting (Le Grande)- 12m 1.2.2 Dedicated double computer plug points (4x) Sum 1 1.2.3 Plug points—standard 16Amp (6x) 1.2.4 Cabling 2 GUARD HOUSE EXTRA FIXURES (Include installation) 2.1 T8 fixtures with 2 x 25W tubing, including lens (cover) No. 3 2.2 Distribution board No. 1 Burglar guards for 1100 x 1200mm windows. Must allow 2.3 No. 2 for installation of horizontal blinds (see item 2.6). Steel burglar gates (25mm square of round tubing 2.5 No. 2 minimum) to be installed outside the outside doors. 50mm horizontal blinds (wood) - Hunter Green. 2.4 No. 2 To fit window 1100 x 1200mm. Installation of internal EPS roof height wall 2.9m x 75mm 2.5 Sum 1 Supply & installation of extra internal door: 2.6 Insulated panel 75mm thick. Width: 700 - 800 mm <> Sum 1 Height: 1900- 2000mm Outside skirting to cover space between unit bottom and 2.7 ground level (200-500mm, depending on chassis and jack 1 Sum height). Length: 18m. Supply of two - tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min) with adjustable legs. 2.8 2 No. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis type and jacks. Supply & installation of a fire extinguisher: Comply with SABS 0400 & SABS 0105, DCP (Dry 2.9 Chemical) ABC type (monoammonium phosphate). Rating 1 No. 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage. R

**TOTAL PARKHOME 4 - PAGE 38 >> Transfer to Summary Page** 

Ann	Annexure A: BOQ BHAMANANA QUARANTINE CAMP KITCHEN AND TOILETS							
PAR	PARKHOME 5 - 6.00 X 3.05M KITCHEN AND TOILETS							
1	STANDARD ITEMS							
	Description	Unit	QTY	Rate	Amount			
1.1	SUPPLY, DELIVERY AND INSTALLATION OF KITCHEN AND TOILETS							
	Standard specifications							
	CHASSIS All steel I-beams or lipped channels (200mm minimum) with heavy duty cross members.							
	SUPPORTS Adjustable steel jacks to be placed under the units chassis if required with pressure dividing stone. (8x)							
	FLOOR Decks are heavy-duty, treated exterior grade timber plywood floors (thickness 20-22mm), attached to the joints and cross members. Cross members/ joists may be timber or steel. The entire floor is bolted down to chassis. (18m²)		1					
	FLOOR COVER 2mm thick industrial vinyl - 18m <sup>2</sup>							
1.1	WALLS 60mm EPS insulated panel with polystyrene core pressure bonded with 0.58mm ridgidised chromadek on both sides. May be flat or fluted.	Sum						
	ROOF Mono or double pitch. Top fluted/ribbed 75mm thick polystyrene panels (EPS) core pressure bonded with 0.58mm (min) rigidized chromadek on both sides.							
	ROOF CAPPINGS Chromadek gable cappings (2x), eaves cappings (2x) and roof capping (1x).							
	GUTTERS One seamless aluminium 6 m long Highline gutter (chromadek) with one aluminium down pipe (1x)							
	DOORS External: Chromadek clad 38mm (min.) panel, with 3 lever lock. (2x)							
	WINDOWS Aluminium frames, pre-manufactured.  • 1100 x 900mm, sliding (1x)  • 500 x 900mm, sliding (1x)							
	• 500 x 500mm, sliding (4x)							
	SUBTOTAL PARKHOME 5 >> Transfer To Summary Page							

## Annexure A: BOQ BHAMANANA QUARANTINE CAMP KITCHEN AND TOILETS

## PARKHOME 5 - 6.00 X 3.05M KITCHEN AND TOILETS (CTD)

	Description	Unit	QTY	Rate	Amount
1.2	SUPPLY, DELIVERY AND INSTALLTION ELECTRICAL RETICULATION				
1.2.3	Power skirting (Le Grande)- 12m Plug points— standard 16Amp (4x)	Sum	1		
1.2.4	Cabling T8 fixtures with 2 x 25W tubing, incl. lens (cover). Must have a waterproofing lens mounted with clips to keep out water vapour & steam (1500 DBL)	No.	2		
1.2.6	Distribution board	No.	1		
2	KITCHEN AND TOILETS EXTRA FIXURES				
2.1	Steel burglar gates. 25mm square of round tubing (min.) to be installed outside the exterior doors.	No.	2		
2.2	Supply & installation of outside skirting to cover space between unit bottom and ground level (200-400mm, depending on chassis and jack height).	Sum	1		
2.3	Supply of two - tier door steps (1.20m x 350mm) on steel galv. frame (30mm tubing min) with adjustable legs. Brushed steel or aluminium diamond plate top. Height top tier: 200-400mm, depending on chassis	No.	2		
2.4	Supply and installation of fire extinguisher: Comply with SABS 0400 & SABS 0105. DCP (Dry Chemical) ABC type (monoammonium phosphate). Rating 5-A; 21-B:C. Rechargeable, 9 kg. Include installation & signage.	No.	1		
2.5	Supply & installation of toilet pan closed cistern top flush – ceramic, white with solid hard plastic seats,	No.	3		
2.6	Supply & installation of toilet division walls (42mm EPS Minimum). Two division panels + 1 front wall of at least 2.00m height	Sum	1		
2.7	Supply & installation of toilet doors: Insulated panel.				
2.8	Supply & installation of urinal. Ceramic (white), with flushing mechanism.	No.	1		
2.9	Supply & installation of washing basin ceramic (white), 500-550m long and 350-400mm wide. Include all steel chromium pillar taps. Two taps per basin.	No.	2		
2.10	Two frameless glass mirrors 5mm thick mounted against the wall above the washing basins 300 x 500mm with appropriate clips.	No.	2		
SUBT	TOTAL PARKHOME 5 (CTD) >> Transfer To Sum	mary	Page	R	

#### Annexure A: BOQ BHAMANANA QUARANTINE CAMP KITCHEN AND TOILETS PARKHOME 5 - 6.00 X 3.05M KITCHEN AND TOILETS (CTD) Unit QTY Rate **Description** Amount **KITCHEN EQUIPMENTS** 2 (if not separately mentioned, installation is assumed included in the price) Supply & installation of Kitchen Base Units (KB7 – 800 (h) x 545 (d) x 900 (w) with formica kitchen 2.16 No. 2 countertop at least 40mm thick Supply & installation of Kitchen Drawers (KD2 – 800 (h) x 415 (d) x 568 (w). Panel thickness: 16mm 2.17 No. 1 minimum. Two separated cabinets, 2 x 2 hinged doors. Supply & installation of Drop-in sink, stainless steel, 2.18 double bowls, length 1100 – 1250mm. No. 1 Width: 500-650mm. Supply & installation of chrome kitchen deck mixers. 2.19 No. 2 One per bowl. Grohe or equivalent. Supply of Solo microwave oven 20-25L, e.g.: • Samsung 20 L Solo Microwave Oven (MW73AD-2.20 1 B/XTL, Black), No. • G 20 L Solo Microwave Oven (MS2043DB, Black) Or equivalent SUBTOTAL PARKHOME >> TRANSFER TO SUMMARY PAGE R

Annexure A: BOQ BHAMANANA QUARANTINE REFURBISHEMENT ITEMS					
#	Description	Unit	QTY	Rate	Amount
1	WATER SUPPLY : SUPPLY, DELIVERY AND INSTALLATION				
1.1	Supply and install 40mm Ø HDPE water pipe line.	М	1500		
1.2	Supply and install pipe fittings between existing water tanks and water troughs in all the camps	Sum	1		
1.3	Supply and install 40mm Ø control valves	No	9		
1.4	Supply and install 250L Plastic animal drinking troughs. With ball valves.	No.	6		
2	SOLAR POWER SUPPLY				
2.1	Supply, Deliver and install solar panels. Solar photovoltaic system with batteries to deliver 25KWh/day.  A fully functioning solar system to include:  Solar Panels. Solar storage batteries Charge controller/Regulator DC-AC converter	Sum	1		
2.2	The solar panels to be installed on rigid frames according to the supplier's recommendation. Components of the solar setup to supply the required power, not mentioned in 2.1. Shall be included as per the supplier's recommendations. CERIFICATE FROM THE SUPPLIER WOULD BE REQUIRED				
2.3	Supply electricity from the solar panels to the open plan office, kitchen and the guardhouses: Installation of power from the solar power station the facilities shall be done by a registered electrician.  CERTIFICATE OF REGISTRATION TO BE SUMITTED TO THE ENGINEER.	Sum	1		
3	CONSTRUCTION OF A SECURITY TOWER				
3.1	Construction of security tower as per the supplied drawings:  1 Structural steel tower to be constructed with 76.mm X 3.6mm round tube and GI profile steel sheets.  2 Tower dimension: 2.3m X 2.3m X 9.6m high.  3 The tower columns to be supported by cross members of 30 X 5mm flat bars, 100 X 65 X 8mm Angle iron frames and 125X75X20X2mm galvanized lip channels supports as per specification and drawings		1		

	<ul><li>.5 2mm chequered aluminium plate floor for the top compartment.</li><li>.6 Steel ladder steps as per specification</li></ul>			
4	BUSH CLEARING			
4.1	Bush clearing to be done in the entire quarantine camp. 46ha area to be bush cleared manually. Required tools: Hatchets, Machetes, axes and brush axes.	Sum	1	

Annexure A: BOQ BHAMANANA QUARANTINE REFURBISHEMENT ITEMS (CTD)					TD)
#	Description	Unit	QTY	Rate	Amount
5	CONSTRUCTION OF SEPTIC TANK AND SOAK AWAY DRAINAGE FIELD (X2)				
5.1	<ul> <li>Supply and install plastic Septic Tank:</li> <li>Septic tank volume 4500L</li> <li>Septic tank to have two compartments</li> <li>Exit pipe should be perforated sewer pipe 110mm Ø</li> <li>Grey water from the sink should by-pass the septic tank</li> <li>The pipe exiting the tank should be at 1 -2% slope</li> <li>25Mpa 19mm concrete slab 100mm thick should be used as a tank foundation with Ref 395.</li> <li>Concrete foundation to extend 200mm beyond the tanks footings</li> </ul>	Sum	1		
5.2	Construction of Soak Away Drainage Field:  2 X (6.0m long x 400mm wide x 1.00m deep) Soak away French drain to be constructed.  • The two soak away drains to be 4m apart  • 110mm perforated exit baffle from tank to be embedded in 400mm of gravel/stones covered with geotextile.  • GEOTEXTILE cover (biddim) 600mm wide on top of 19mm gravel	Sum	1		
S	UBTOTAL REFURBISHMENT ITEMS >> TRANSFE		MARY PAGE	R	

1.15 p  1 N  1.1 p  1.2 r  1.3 L	Fixtures for laterals and poles R8 rebar , each piece 600mm long  MATERIALS FOR POLE FIXURES  Fixtures for laterals and poles R8 rebar , each piece 600mm long  Length of High tensile 2.5mm steel wire R30m rolls	m m	200	
1.1 Fp 1.2 rc 1.3 L	Fixtures for laterals and poles R8 rebar , each piece 600mm long Length of High tensile 2.5mm steel wire R30m	m	400	
1.1 p 1.2 ro	piece 600mm long Length of High tensile 2.5mm steel wire R30m	m	400	
1.2 ro			100	
		Rolls	10	
2 0	Length of binding wire 4mm 50m Rolls	Rolls	10	
2 L	CONCRETE FOR POLE FOOTINGS AND LOADING RAMP			
/	CONCRETE FOR POSTS : 15 Mpa/19mm concrete	m³	24.5	
	HANDLING AREAS AND RAMPS : 25 Mpa/19mm concrete incl. formwork	m³	15	
3 E	EQUIPMENT (Ramps and Handling pens)			
3.1 ⊢	HDG gate 900 x 1200mm + 2 hangers	No	2	
3.2 F	HDG gates 1800 x 1200mm + 3 hangers	No	1	
3.3 H	HDG neck clamp for large animal crushes	No	1	
4 E	EXCAVATIONS AND COMPACTION			
4.1 V	Volume of earth for post holes to be excavated	m³	36	
5 C	CONSTRUCTION			
5.1 C	Construction / installation of poles for handling pen	Sum	1	
5.2	Construction / refurbishment of loading ramp	Sum	1	
L_				1

	ANNEXURE B: PRICING SCHEDULE SUMMA	RY
PS/BOQ PAGE NO.	DESCRIPTION	AMOUNT
77	PRELIMINARY AND GENERAL	R
78	Park home 1 (Open Plan) – Standard Items	R
79	Park home 1 (Open Plan) – Electrical & Optional Extras	R
80	Park home 1 (Open plan) – Kitchen & Toilets	R
81	Park home 2 (Vet Clinic) – Standard Items	R
82	Park home 2 (Vet Clinic) – Electrical & Optional Extras	R
83	Park home 2 (Vet Clinic) - Kitchen & Toilets	R
84	Park home 3 (4-unit accommodation) – Standard Items	R
85	Park home 3 (4-unit accommodation) – Electrical & Optional Extras	R
86	Park home 4 (Guard Houses) – Standard Items	R
87	Park home 4 (Guard Houses) – Electrical & Optional Extras	R
88	Park home 5 (Kitchen & Toilets) – Standard Items	R
89	Park home 5 (Kitchen & Toilets) – Electrical & Optional Extras	R
90	Park home 5 (Kitchen & Toilets) - Optional Extras	R
91 - 92	SUB TOTAL QUARANTINE CAMP REFURBISHMENT ITEMS	R
93	SUB TOTAL QUARANTINE CAMP REFURBISHMENT ITEMS (CTD)	R
94	REFURBISHMENT OF LADING RAMP AND CRUSH- PEN	R
	SUBTOTAL	R
	Contingencies 10% of SUBTOTAL	R
	SUBTOTAL	R
	VAT 15%	R
	TOTAL (TO BE CARRICRIED OVER TO SBD 3.3 – PAGE 6)	R

#### ANNEXURE C - CONTRACTOR'S HEALTH AND SAFETY DECLARATION

#### **Contractors Health and Safety Declaration**

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

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

#### **Declaration by Bidder**

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

(Tables to be completed by bidder)

**TABLE 1: COST OF SAFETY PERSONNEL** 

PERSONNEL	COSTS AS ALLOWED IN BID	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health & Safety Representatives		
Health and Safety Committee		

#### **TABLE 2: COST OF SAFETY EQUIPMENT**

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN BID
Hard hats		
Safety boots		

Add items as per risk assessment:						

# **TABLE 3: ADDITIONAL OHS COST ITEMS**See also STC 48.1

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

- 4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
- 5. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
- 6. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 7. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER	DATE
(of person authorised to sign on behalf of the	ne Bidder)

#### **ANNEXURE D - ADDITIONAL INFORMATION**

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

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

#### **ANNEXURE E - PRELIMINARY CONSTRUCTION PROGRAMME**

#### **Preliminary Construction Program**

The bidder shall submit a preliminary program reflecting the proposed sequence and duration of the various activities comprising the work for this Contract to include the projected cash flow for each activity. The program shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his bid.

[Note: The program must be based on the completion time as specified in the Clause 59 of the Special Terms & Conditions.]

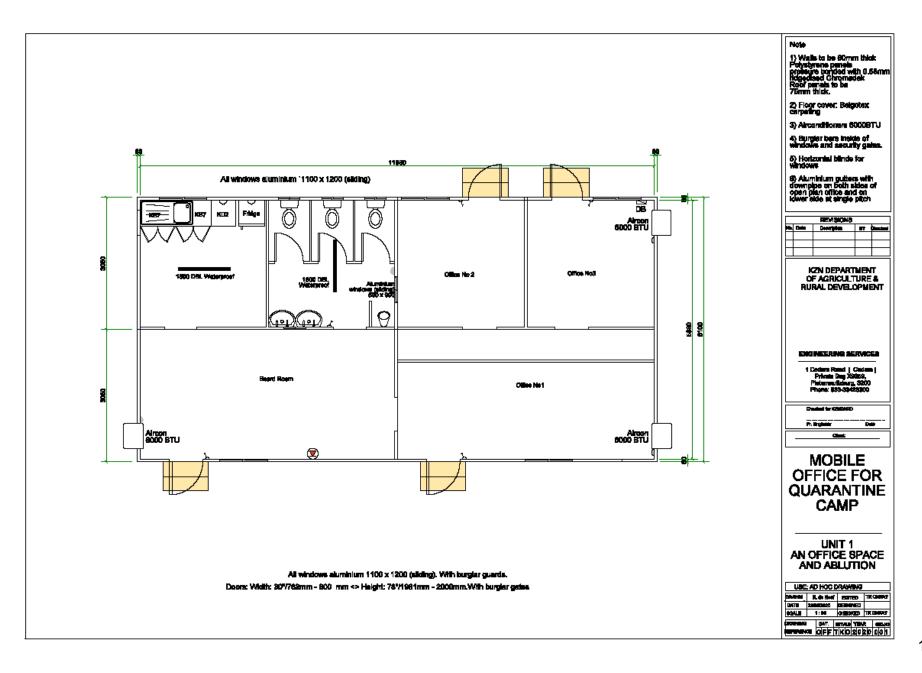
Note 2: The presented order of the works is not necessarily sequential, e.g. the fencing does not have to come after the construction of the shed

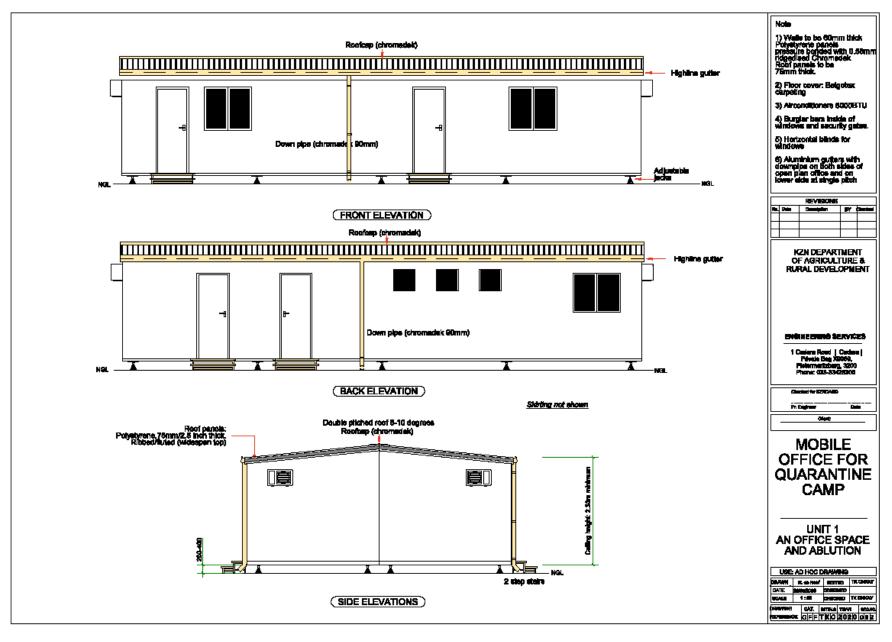
PRELIMINARY CONSTRUCTION PROGRAMME FOR SHEARING SHED & ANCILLARY WORKS				
NO.	PHASE DESCRIPTION	Starting date (No. of days/weeks after Site handover)	Completion date (No. of days/weeks after site hand over)	Duratio n (No. of days/ weeks)
0	Site hand over	0	0	0
1	Site establishment			
2	Site clearing			
3	Site levelling			
	Placing of the Park homes			
4	Open Plan Office			
5	Guard House			
6	Accommodation			
7	Toilets and Kitchen			
8	Installation of septic tanks			
9	Vet Clinic			
	Power and water Supply			
10	Supply and install of electrical solar panels			
11	Supply of water pipe lines			
	Refurbishment works			
12	Bush Clearing			
13	Fixing Loading Ramp and holding pens			
14	Site de-establishment			
15	Site hand over			

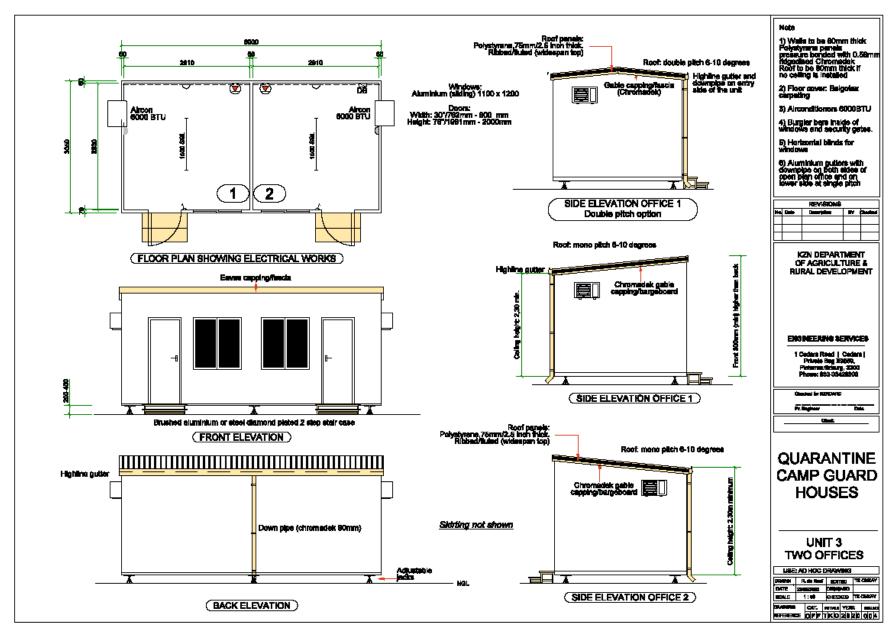
PROPOSED CONSTRUCTION PERIOD	WEEKS
SIGNATURE OF TENDERER (of person authorised to sign on behalf of the Tender	<b>DATE</b>

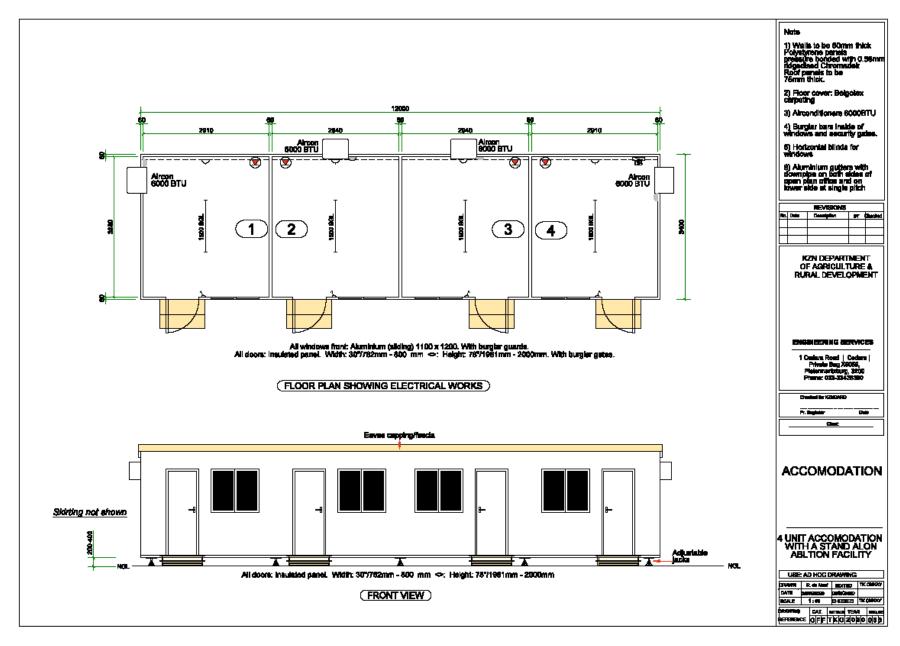
#### **ANNEXURE F - DRAWINGS**

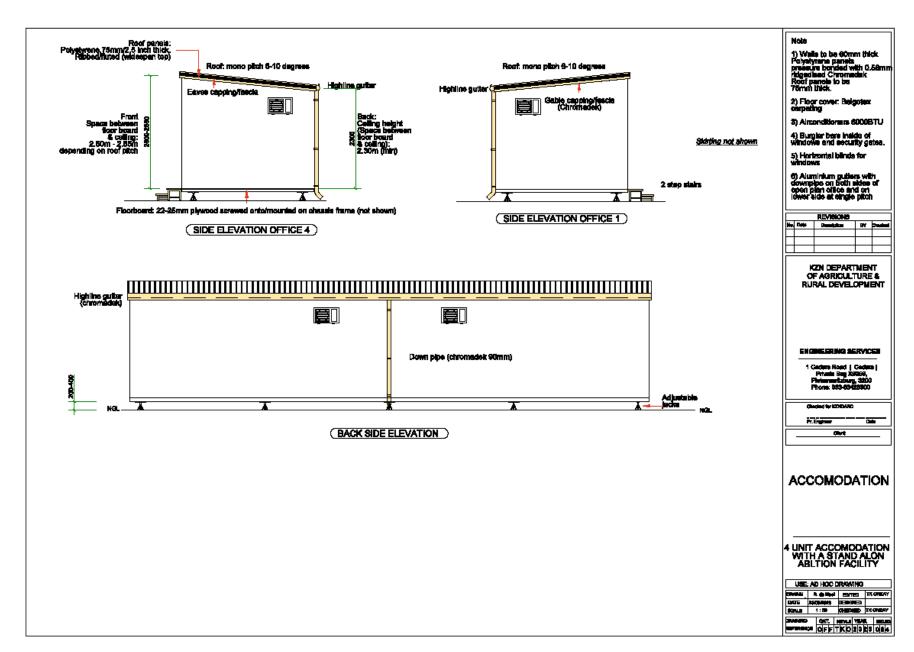
LIST OF DRAWINGS				
NUMBER	REFERENCE	TITLE	PAGE	
DR01	OFF/TKO/2020/001	OFFICE OPEN PLAN	101 - 102	
DR02	OFF/TKO/2020/004-	GUARD HOUSE	103	
DR03	OFF/TKO/2020/003	ACCOMODATION	104 - 105	
DR04	T&K/TKO/2020/005	KITCHEN AND TOILETS	106	
DR05	OFF/TKO/2020/006	VET CLINIC	107	
DR06	TOW/TKO/2020/008	SECURITY TOWER	108	
DR07		SSEPTIC TANK	109	

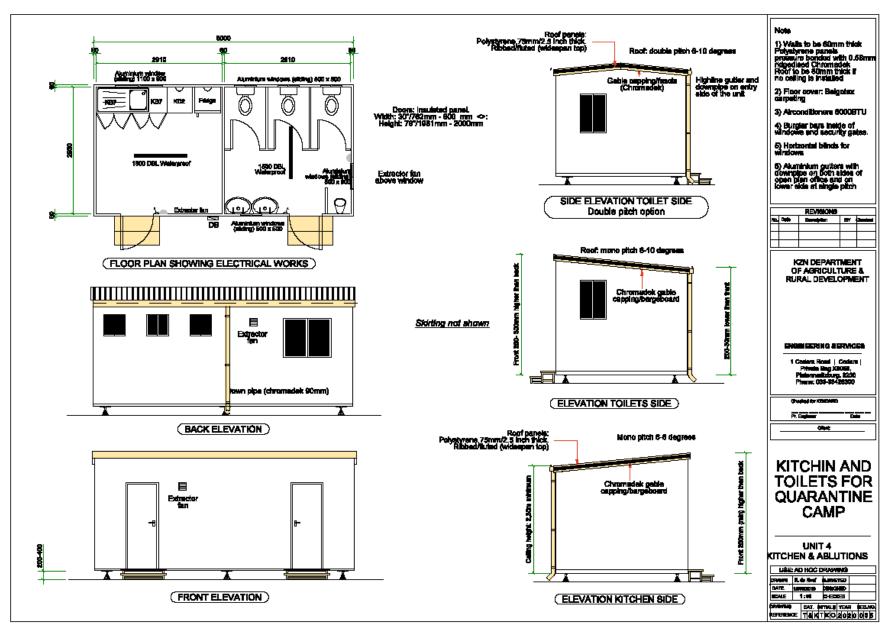


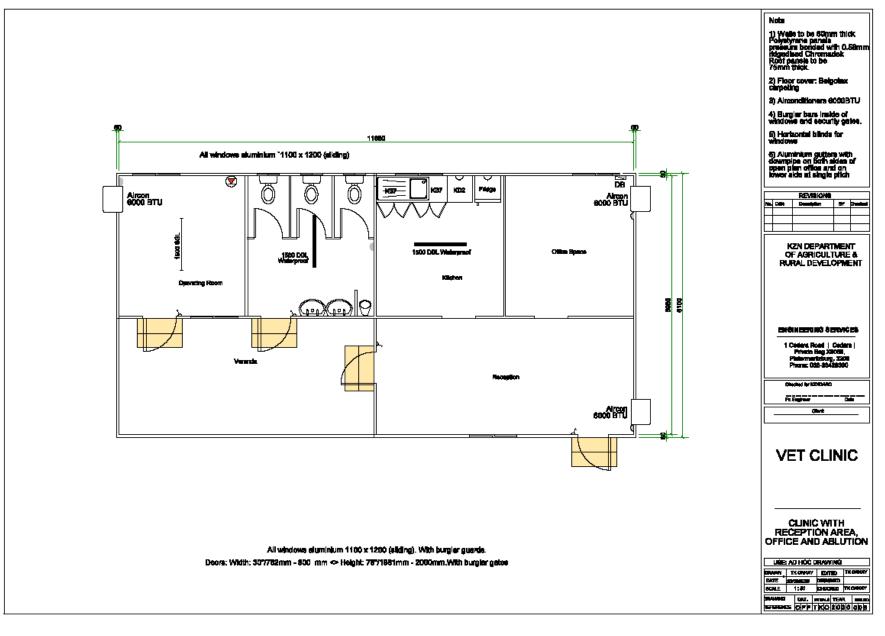


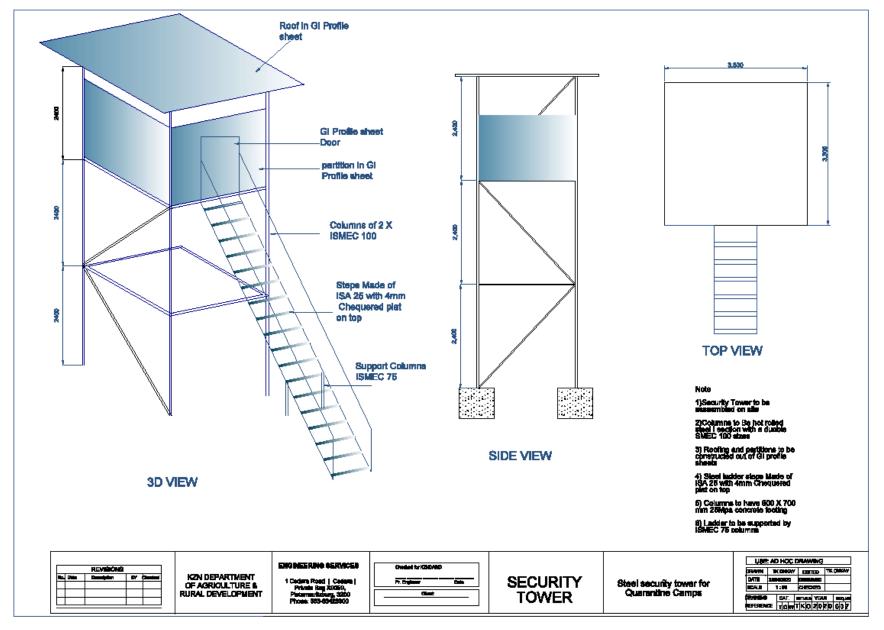


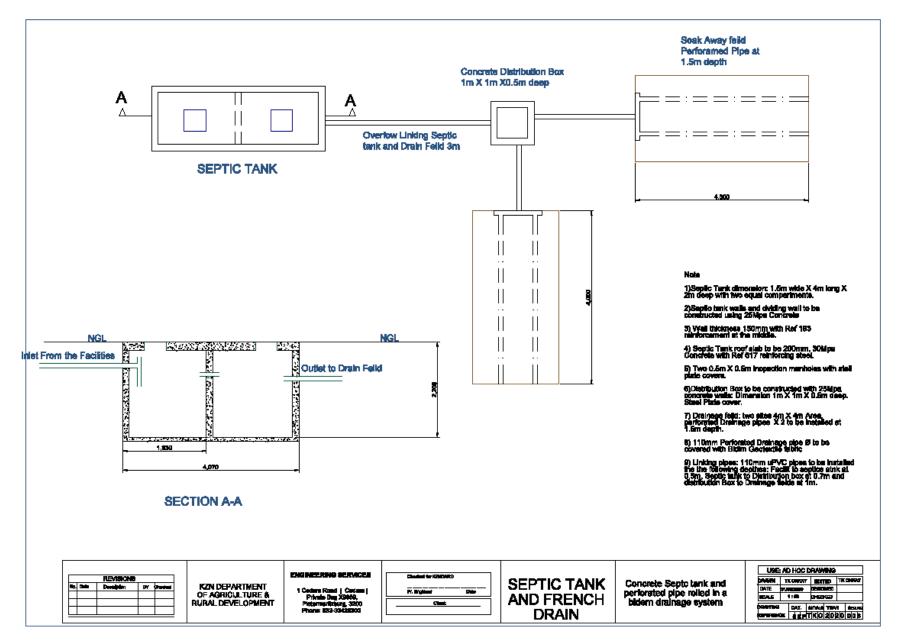












#### **PART F**

#### **BID EVALUATION CRITERIA**

All bids received shall be evaluated on the following:

#### 1. Compliance with Special terms and Conditions

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

#### 2. Correctness of information

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

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

- 3.1 All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- 3.2 Use of correction fluid is prohibited.
- 3.3 Any alterations must be initialled.
- 3.4 Under no circumstances may bid forms be retyped or redrafted.

# 4. <u>Compulsory administrative compliance documents that must be submitted with the bid:</u>

- 4.1 Central Suppliers Database registration number;
- 4.2 A certified copy of a valid BBBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a **Level 1 BBBEE**;
- 4.3 Documentary proof of bidder being an **EME** or **QSE** (e.g. Financial Statement);
- 4.4 Proof of minimum CIDB grading **3GB/CE**;
- 4.5 Completion of bidder's experience in **Annexure D.**
- 4.6 A resolution authorising a person to sign for Companies and Close Corporations -SBD 11.

#### NB. Non-submission of any of the above documents will result in disqualification.

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

#### 5. Proof / evidence that must be submitted to enable scoring on functionality:

- 5.1 Bidder's experience in in the development and installation of Park homes, solar panels, steel security tower and animal handling infrastructure;
- 5.2 Documentary proof of credit facility with registered supplier/manufacturer and/or registered Financial Institution or evidence of access to any legal funding instrument;
- 5.3 Methodology / Proposal;
- 5.4 Proof of physical address;

#### 6. <u>Functionality evaluation</u>:

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

TABLE 1: BID EVALUATION CRITERIA				
	FUNCTIONALITY EVALUATION CRITERIA	Max Points	Evidence	Bidders Score
1.	Bidder's/JV's own experience (not- sub-contracted) in the development and installation of Park homes, solar panels, steel security tower and animal handling infrastructure.  No project experience = 0 points 1 project = 20 points 2 - 5 projects = 30 points > 5 projects = 35 points	35	Completion Certificate (Works or other) In support of <b>Annexure</b> <b>D</b>	
2.	Financial Capacity  Total Credit Facility (with financial institution and/or supplier(s) of material and equipment)  R 500 000 –R 1 000 000.00= 10 points R 1 000 001–R 3 000 000 = 15 points > R 3 000 000 = 20 points		Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument ( e.g. Letter of intent)	
3	Methodology - Submission of a Proposal  The proposal to detail:  1) Work break down schedules 2) Work to be subcontracted 3) An organogram of key personnel with relevant experience.  If the proposal includes 1,2 & 3 = 20 points  If one or two of the above is not included = 10 points  If no proposal is submitted = 0 points	20	Attached proposal with the Tender	

3.	Access to a transportation facility/ Light Delivery Vehicle (LDV) / Truck	15	Letter of commitment from fleet company Or Confirmation from producer that delivery shall also be undertaken Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)
4.	Proof of Physical address  Office of Bidder outside borders of KZN = 5 pts  Office of Bidder within borders of KZN = 10 pts	10	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address
	TOTAL	100	
	Minimum Functionality Threshold	70	