



## agriculture & rural development

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

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

**BID No: ZNB 4319/19A**

**DESCRIPTION OF SERVICE:**  
**APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THABO MORENA  
WOOLSHED AND ANCILLARY WORKS AT ESIKHOLWENI NEAR  
COLEFORD/UNDERBERG**

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

#### **Compulsory briefing session**

Venue	Department of Agriculture and Rural Development UMzimkhulu
Date	19-02-2020
Time	10:00

#### **PREQUALIFICATION CRITERIA**

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

- (i) **BBBEE Level 1 (as per the provisions of section 4(1) (a) of the PPPFA Regulations, 2017); and**
- (ii) **EME (as per the provisions of section 4(1) (b) of the PPPFA Regulations, 2017)**
- (iii) **Minimum CIDB 3 GB**

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

Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200. Tel: **(033) 355 9109** before **11:00** am on the closing date: **10 March 2020**

#### **Issued by:**

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

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

## SECTION A

SBD1

PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ZNB 4319/19A		CLOSING DATE:	10/03/2020	CLOSING TIME: 11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THABO MORENA WOOLSHED				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development					
Supply Chain Management					
1 Cedara Road					
Cedara, 3200					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms N Makaula		CONTACT PERSON	Mr B.H Zondo	
TELEPHONE NUMBER	033 355 9109		TELEPHONE NUMBER	076 9527881	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Nozizwe.makaula@kzndard.gov.za		E-MAIL ADDRESS	n/a	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

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

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

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

**PRICING SCHEDULE**

NAME OF BIDDER: _____	BID NO.: <b>ZNB 4319/19A</b>
CLOSING DATE: <b>10-03-2020</b>	CLOSING TIME: <b>11h00</b>

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

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
<b>ZNB 4319/19A</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THABO MORENA WOOLSHED AND ANCILLARY WORKS AT ESIKHOLWENI NEAR COLEFORD/UNDERBERG</b>	



\_\_\_\_\_  
Signature

### DECLARATION OF INTEREST

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

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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



2.10.1 If so, furnish particulars

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

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

2.11.1 If so, furnish particulars.....

.....  
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number

**4 DECLARATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

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

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

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

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

WITNESSES

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

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....  
ADDRESS .....  
.....  
.....

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

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/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

**Steel Products (Fencing)**

**100%**



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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

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

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

.....  
NB

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

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

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

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

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

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

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

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

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

### Local Content Declaration - Summary Schedule

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

Pula  EU  GBP [illegible]

## Annex D

SATS 1286.2011

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

(D1)  
(D2)  
(D3)  
(D4)  
(D5)  
(D6)

Tender No.		
Tender description:		
Designated Products:		
Tender Authority:		
Tendering Entity name:		
Tender Exchange Rate:	Pula	

Note: VAT to be excluded from all calculations

EU R 9,00      GBP R 12,00

#### A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

#### B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

#### C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

#### D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

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

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overhead** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and marketing** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

**This total must correspond with Annex C**

Signature of tenderer from Annex B

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

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

**COMPULSORY OFFICIAL BRIEFING SESSION CERTIFICATE**

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

**Bid No: ZNB 4310/19A**

**SERVICE: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, ERECT AND EQUIP  
FIVE (5) GREENHOUSE TUNNELS WITH FENCING AT ABAKHETHI BENKOSI  
PROJECT  
AT UMBUMBULU SUB-DISTRICT, ETHEKWINI DM**

---

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

ON BEHALF OF: .....

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

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

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

**DATE:** .....

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

**DATE:** .....

**DEPARTMENTAL OFFICIAL STAMP:**

**AUTHORITY TO SIGN A BID****A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

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

Mr/Mrs.....

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

(Name of Company) .....

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

**SIGNED ON BEHALF OF COMPANY:**

.....

(PRINT NAME)

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

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

2.....

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

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

.....

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

**C. PARTNERSHIP**

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

Full name of partner	Residential address	Signature
----------------------	---------------------	-----------

.....	.....	.....
-------	-------	-------

.....	.....	.....
-------	-------	-------

.....	.....	.....
-------	-------	-------

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

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
---------------------------	---------------------------	---------------------------

..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>
----------------------	----------------------	----------------------

#### **D. CLOSE CORPORATION**

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

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

at..... Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation).....

.....

#### **SIGNED ON BEHALF OF CLOSE CORPORATION:**

.....  
(PRINT NAME)

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

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

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

2.....

## **E CO-OPERATIVE**

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

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

at.....

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

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

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

**DATE:** .....

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

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

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

**2**.....



## **F JOINT VENTURE**

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

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

By resolution/agreement passed/reached by the joint venture partners  
on.....20.....Mr/Mrs.....,  
Mr/Mrs....., Mr/Mrs.....and  
Mr/Mrs.....  
(whose signatures appear below) have been duly authorised to sign all documents in  
connection with this bid on behalf of:(Name of Joint Venture).....

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

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

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

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

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

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

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

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

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

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

## **G. CONSORTIUM**

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

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

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

Mr/Mrs.....

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

(Name of Consortium).....

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

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

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

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

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

- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

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

## **2. DISCREPANCIES**

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

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

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

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

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.

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

## **5. PATENTS**

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

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

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

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

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

## **10. CONTRACT PRICE ADJUSTMENT**

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

means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

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

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

- 11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final

liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

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

## **12. LAW TO APPLY**

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

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

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

## **14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or

- 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
- 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

## **15. WEIGHTS AND MEASURES**

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

## **16. SECURITY**

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

## **17. ORDERS**

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

## **18. EXPORT LICENCES**

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

## **19. INSURANCE**

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

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

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

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

20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

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

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

22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23. PRICE LISTS**

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

## **24. SUBMISSION OF CLAIMS**

24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.

24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

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

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

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

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

## **27. AMENDMENT OF CONTRACT**

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

## **28. NOTICES**

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 28.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting such notice.

## **29. INCIDENTAL SERVICES**

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
- (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

29.2 Prices charged by the Contractor for incidental services, if not included in the Contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

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

- 30.1 The Contractor shall not, without the Province's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Province in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 30.2 The Contractor shall not, without the Province's 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 or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

### **31. SPARE PARTS**

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



## **32. PENALTIES**

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

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

- 33.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the Contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **34. GOVERNING LANGUAGE**

- 34.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **35. TAXES AND DUTIES**

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **SECTION C**

### **TERMS OF REFERENCE**

<p><b>APPOINTMENT OF A SERVICE PROVIDER FOR THE COMPLETION OF THABO MORENA WOOLSHED AND ANCILLARY WORKS AT ESIKHOLWENI NEAR COLEFORD/UNDERBERG</b></p>
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#### **1. BACKGROUND**

Construction of the Thabo Morena woolshed started in April 2016 and halted early 2017 when the site was abandoned by the contractor at approximately 50% completion. Due to the unavailability of budget no progress was made towards completion of the shed the next two years. New budget became available for the 2019/2020 financial year, as a result of which the Department now seeks to complete the shed this financial year. Fortunately no vandalism or theft has occurred during the past two years

#### **2. SCOPE OF SERVICES**

- 2.1. Completion of the shed proper
- 2.2. Completion of the leveling of the platform
- 2.3. Construction of outdoor holding pens
- 2.4. Construction of a security fence
- 2.5. Construction of a storm water diversion drain
- 2.6. Clearing and grubbing of a 7 meter wide strip running from the district road to the shed that can serve as an access road.
- 2.7. Supply and installation of shearing and other equipment

Section D (Pricing Schedule with Project Specific Specifications) lists the works in detail and provides specifications for the work to comply with.

#### **3. SITE LOCATION**

- 3.1. The site is situated at Lusutu/ Esikholweni in East Griqualand in the Umzimkhulu Local Municipality in the Harry Gwala District Municipality, at app. 3 km south east of Coleford Nature Reserve and 20 km south east of Underberg Town.
- 3.2. Site Coordinates: 29°59'2.89"S 29°27'51.40"E

## **SECTION D**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. INTRODUCTION**

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

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

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

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

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

#### **4. AWARD**

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

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

- 5.1 Quantities are as reflected on the Bill of Quantities.

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

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

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

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

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

- 8.1. This bid is open for contractors with a Construction Industry Development Board (CIDB) database grading of **at least 3 GB**. The contractor is to submit evidence of his/her OWN **Active** registration.
- 8.2. For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.

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

## **9. COMPULSORY SITE BRIEFING**

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

## **10. COUNTER OFFERS**

- 10.1 Counter offers shall not be considered.

## **11. DELIVERY CONDITIONS**

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

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

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

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

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

## **14. EQUAL BIDS**

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

## **15. INVOICES**

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

## **16. IRREGULARITIES**

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

## **17. JOINT VENTURES**

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

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

## **18. LATE BIDS**

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

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

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

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

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

## **21. PERIOD OF CONTRACT**

- 21.1 The contract is ad hoc / once off.

## **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)**

22.2 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 installation and during and after commissioning.

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 Specific 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.

- 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

39.4. 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, pavings, 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.*** The contractor must indicate in Annexure D2 – Additional Information: Subcontracted works which part(s) (s)he intends to subcontract.  
**>> If the contractor is not a specialist in the laying of suspended floors, this part of the contract will have to be sub-contracted to a floor specialist.<<**
- 46.2 Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and his/her shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

### 47. INSURANCE

- 47.1. All accepted approved contractors would be required to provide the following insurance's 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. The Contractor shall be responsible for the protection of the public in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993). The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

## **49. INJURY TO PERSONS**

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

## **50. DISAGREEMENTS**

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

## **51. FIXED PRICE CONTRACT**

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

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

- 52.1. Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. This includes those optional items that will be pointed out as required at the bid briefing (e.g. VIP toilet(s), fencing and others). 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 by the Engineer, the Engineer shall give notice of such with reasons.
- 54.4. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 54.5. The contractor shall be paid in up to a minimum of seven part payments. The Contractor is strongly advised to request at least five payments when being notified of him/her being awarded the contract.
- 54.6. Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (57).
- 54.7. The penultimate payment occurs after practical works completion. The final payment will be made after the 12 months liability period when the contractor has dealt with all defects, if any.

## 55. COMPLETION OF THE WORKS

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

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.

57.1.2. 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.

57.1.3. Final completion

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

## 56. RETENTION

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

56.3. In some instances, the Engineer may decide to shorten this period 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 3 months** of award of the contract (120 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 (a) 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.



## **SECTION E**

### **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, curtains, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations

### **6. STANDARD CONCRETE MIXES**

- 6.1. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m<sup>3</sup> (33 liters)
- 6.2. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water : cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m<sup>3</sup> of concrete is required for an average quality sand and optimum quantity 19mm stone.
- 6.3. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in Table 1.

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

## 7. STANDARD PLASTER & MORTAR MIXES

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

TABLE 2: STANDARD PLASTER MIXES				
PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
<b>Rich mix (fdns, wet areas)</b>	<b>1 : 4</b>	<b>50</b>	<b>0-10</b>	<b>130</b>
General purpose	1 : 5	50	0-40	165

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

TABLE 3: STANDARD MORTAR MIXES				
MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
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 > *Used for Main hall, all ramps, apron and tank stands*

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 > *Used for Office*

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.

## **SECTION F**

### **PRICING SCHEDULE WITH PROJECT SPECIFIC SPECIFICATIONS**

<b>PAGE NO. PRICING SCHEDULE</b>	<b>DESCRIPTION</b>
<b>PAGE 1</b>	<b>GUTTERS AND OFFICE</b>
<b>PAGE 2</b>	<b>FLOORS &amp; RAMPS</b>
<b>PAGE 3</b>	<b>PLACEMENT OF CONCRETE &amp; TESTS</b>
<b>PAGE 4</b>	<b>FLOOR BOARD &amp; PENS</b>
<b>PAGE 5</b>	<b>FLOOR BOARD &amp; PENS (CTD)</b>
<b>PAGE 6</b>	<b>DOORS &amp; WINDOWS, WATER TANKS</b>
<b>PAGE 7</b>	<b>PLASTERING &amp; PAINTING</b>
<b>PAGE 8</b>	<b>ELECTRICITY</b>
<b>PAGE 9</b>	<b>OUTDOOR PENS &amp; SHEARING EQUIPMENT</b>
<b>PAGE 10</b>	<b>SHEARING EQUIPMENT (CTD)</b>
<b>PAGE 11</b>	<b>SHEARING EQUIPMENT (CTD) &amp; MISCELLANEOUS</b>
<b>PAGE 12</b>	<b>LATRINES &amp; FENCING</b>
<b>PAGE 13</b>	<b>FENCING &amp; EARTHWORKS</b>
<b>PAGE 14</b>	<b>SUMMARY</b>

PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 1 – GUTTERS AND OFFICE							
ITEM #	Main Section	DESCRIPTION	Details of specifications	UNIT	QTY	RATE	AMOUNT
1	GUTTERS	1.1 Supply and installation of gutters and downpipes   See Drawing 1					
		<p>See Drawing 1: Shed Elevations Showing Gutters And Downpipes</p> <p><u>1.1.1 Installation of three (3) gutters</u></p> <p>&gt; Material: seamless aluminium chromadek box gutters.</p> <p>&gt; 1 gutter of 18.5m (l) x 250mm (width))</p> <p>&gt; 2 gutters of 6m (l) x 200mm (width)</p> <p>&gt; Gauge: 0.5mm</p> <p>&gt; Colour: blue.</p> <p>1.1.2 Installation of four (4) funnels with down pipe connections &amp; four 90mm Ø down pipes with bends</p> <p>Total length (app 15m length in total).</p>	<p>1.1.1 Height of box gutter: 75mm on wall side and 100mm. Must fit under roof sheet and overlap the column block pillars by 150mm</p> <p>1.1.2.1 Down pipes to be first guided towards and fastened onto wall and to exit 150-200mm away from wall onto the apron.</p> <p>1.1.2.2 Downpipes under long gutter to spill into tanks (2x) and under short gutters onto apron (2x)</p>	Sum	1		
2	OFFICE ROOF	2.1 Supply and installation of office roof   See Drawing 2					
		<p><u>See Drawing 2: Office Plan Showing Roof Structure</u></p> <p><u>2.1.1 Supply &amp; installation of roof structure:</u></p> <p>&gt; Rafters 3500 X 150 x 50mm (x4) Total length: 14.6m</p> <p>&gt; Purlins 3450 X 75 x 50mm (x4). Total length: 14.0m</p> <p>&gt; Joist hangers for 150 x 50mm rafters (4x)</p> <p>&gt; Joist hangers for 75 x 50mm purlins (8x)</p>	<p>2.1.1.1 Roof to be installed under a 6 degree pitch, with top 400mm higher than bottom.</p>	Sum	1		
		<p><u>2.1.2 Widespan roof sheets (0.5mm) and fittings.</u></p> <p>&gt; Including polycarbonate skylight 2500 x 0.762m.</p> <p>&gt; Roof width: 3810mm (5 sheets).</p> <p>&gt; Length sheets: 4.00m</p> <p>&gt; Total roof area: 15.2 m²</p>	<p>2.1.2.1 Polycarbonate skylight 1 sheet wide to be placed in the centre of the roof.</p> <p>Steel sheet edges on top of plastic ones</p>	Sum	1		
SUB TOTAL PAGE 1 – TRANSFER TO SUMMARY PAGE 14 >>						R	

PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 2 – FLOORS & RAMPS							
ITEM #	Main Section	DESCRIPTION	Details of specifications	UNIT	QTY	RATE	AMOUNT
3	CON- CRETE FLOOR	3.1 Preparation of Floor, Ramps & Apron bases   See Drawing 3					
		3.1.1 <i>Cleaning, leveling &amp; compaction of main hall and office floor bases ramps and apron</i> > Removal of cow dung and other dirt > Wetting of surface > Compaction by vibrator plate	> Include the void under the timber floor. > Total area: 235m <sup>2</sup>	Sum	1		
		3.1.2 <i>Soil poisoning 216 sq.m.</i>	> Certificate to be supplied by PCO registered pest controller	Sum	1		
		3.1.3 <i>Damp proof course (DPC)</i> > Under all flooring, including the ramps, but excluding the space under the shearing board. > LDPE waterproofing membrane (SABS approved).	> Area: 175m <sup>2</sup> > Minimum thickness: 375mm	Sum	1		
		3.1.4 <i>Placement of reinforcement mesh</i> > Main floor inside and ramps: Ref 395 > Apron around the building: Ref 193 > Tank stands: Ref 395 > Office: No reinforcement > Mesh to be placed <b>plastic</b> spacers no more than 800mm apart > Ref 395 req. for Main hall + ramps + stands: 19 sheets > Ref 193 required for apron: 4 sheets > Panel size: 3.6m (in length direction of building) x 3.0m	> Mesh depths in floor slab: > Main floor except storage zone: 40mm > Storage zone, tank stand & ramps: 80mm  > Mesh depth in apron slab: 40mm  > Mesh reinforcement <b>not</b> to run through the expansion voids into the next panel.	Sum	1		
		3.1.5 <i>Installation of formwork</i> > <b>20mm</b> (minimum) shutterply formwork should be used. > Panel size will be 3.6m x 3.0m.	> Shutterply to be oiled/treated before casting concrete	Sum	1		
		3.1.6 <i>Completion of sheep ramps on north side</i> > Extension of ramps by 50cm, plus widening by another 50cm on both sides. Total width: 2.00m.	> Fill, wet and compact slab base, place DPC and concrete slab (100mm) ON TOP OF blocks. Use formwork.	Sum	1		
		SUB TOTAL PAGE 2 – TRANSFER TO SUMMARY PAGE 14 >>					

**PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 3 – PLACEMENT OF CONCRETE & TESTS**

ITEM #	Main Section	DESCRIPTION	Details of specifications	UNIT	QTY	RATE	AMOUNT							
3	CON- CRETE FLOOR (CTD)	3.2 Placement of the concrete proper   See Drawing 3												
		3.2.1 Use ready mix (preferred) or a concrete mixer. <i>No hand mixing will be allowed.</i>		Sum	1									
		3.2.2 Compressible void formers to be used to separate panels and against the walls. Top 30mm to be removed after installation and replaced by a cold applied sealant, e.g. poly sulphide mix with resin and curing agent.												
		3.2.3 <b>Concrete specifications per floor/slab. See also Drawing 3</b>												
		Slab and	No. on Drawing 3					Strength	Thickness	Stone size	Cured volume	Mesh Type	Mesh Depth	Floor Finish <sup>1</sup>
		Main hall incl. passage	1					25 MPa	125mm	19mm	16.2 m³	Ref 395	40mm	U2
		Main hall storage zone	2					25 MPa	125mm	19mm		Ref 395	80mm	U2
		Office	3					25 MPa	125mm	19mm	1.4 m³	N/A	N/A	U4
		Big ramps (2x)	4 + 5					25 MPa	125mm	19mm	3.0 m³	Ref 395	80mm	U2
		Sheep ramps	6 + 7					25 MPa	100mm	13mm	0.9 m³	Ref 193	40mm	R
Apron	8	25 MPa	100mm	13mm	5.9 m³	Ref 193	40mm	U2						
Tank stands	9 + 10	25 MPa	100mm	13mm	0.5 m³	Ref 395	80mm	U2						
¹ U2 = Woodfloat finish   U4 = steel float finish   R = U2 with anti-slip ribs														
3.3 Compressive strength testing of concrete														
3.3.1 If ready mix is used, Premix design to be submitted		> 150 x 150mm or 200 x 200mm cubes to be sampled for 7, 14 and 28 days strength testing <i>No payments for concrete works will be made without the lab results being submitted.</i>		Sum	1									
3.3.2 If concrete mixer is used, contractor to submit the test results from the lab.														
3.3.3 Numbers of sets: 4 > 3 sets for the floor in the main hall and office (1 set per 6m³)        > 1 set for the apron.														




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PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 4 – FLOOR BOARD & PENS													
ITEM #	Main Section	DESCRIPTION			Details of specifications			UNIT	QTY	RATE	AMOUNT		
4	SHEA-RING BOARD  +  INDOOR HOL-DING PENS  +	4.1 Supply and installation of a floorboard					See Drawing 4						
		4.1.1 All Floor Timber To Be Hardwood (Density > 650kg/M³, E.G. Saligna. No Pine!)											
		4.1	Floor (timber)										
		4.1.1	Floor board (12.00 x 5.50m), tongue-and-groove heat treated pine flooring planks 90 x 22mm. Tongue-and-groove flooring to be tightly cramped with builder's floor cramps during installation.The flooring to be either treated with linseed oil or painted with tung oil. Planks to be pre oiled, then sanded then oiled again. Secret nails.			m²		66,0	Sum	1			
		4.1.2	Joists 38 x 114mm laid 450mm apart (14x)			m		168,0					
		4.1.3	Bearers 150 x 75mm (x7)			m		38,5					
		4.1.4	Slats 60 x 20mm			m		312,0					
	SHEEP RAMPS BALUS-TRADES (CTD)  All works under this item (4) is	4.2 Construction of 6 picket holding pens					See Drawing 4						
		4.2	Pens (timber)						Sum	1			
		4.2.1	Pickets (1200 x 70 x 20mm), app 50 per pen, 6 pens			m		360,0					
		4.2.2	Posts 1400 x 70 x 70mm, 10 per pen (including centre picket)			m		84,0					
		4.2.3	Rails 2000 x 75 x 50mm, 2 per pen side			m		96,0					
		4.2.4	Linseed Oil for pens			L		10					
		4.3 Shearing machine Stand Posts (3x)					See Drawing 5						



	<i>to be done by a floor specialist</i>					Sum	1		
		4.3	Shearing Machine stand posts (timber)						
		4.3.1	Rafter 2600 x 225 x 75mm (3x)	m	7,8				
		4.3.2	Bracing beams on top of standpole 150 x 50mm	m	24				
		4.3.3	Blocks to mount machine on 300 x 300 x 75mm	No.	3				
SUB TOTAL PAGE 4 – TRANSFER TO SUMMARY PAGE 14 >> R									

PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 5 – FLOOR BOARD & PENS										
ITEM #	Main Section	DESCRIPTION		Details of specifications		UNIT	QTY	RATE	AMOUNT	
4	SHEA-RING BOARD  +	4.4 Balustrades for the sheep ramp								
		4.4.1	Four Balau hardwood Balustrades 3.00m (l) x 900mm (h) for both sheep ramps, each with 3 balusters/newels, horizontal pickets and a 100mm wide handrail (Sealed with Linseed Oil)			Sum	1			
		4.4.2	Support Posts (balusters/Newels) for the balustrades. To be Concreted into the Ground, and fixed to wall using 10mm x 100mm sleeve anchors.							
	INDOOR HOL-DING PENS  +  SHEEP RAMP BALUS-TRADES  <i>All works under this item (4) is to be done by a floor specialist</i>	4.5 Steel items for pens and floor								
		4.5.1	Joist hangers for 150 x 50mm beams		No.	28	Sum	1		
		4.5.2	Hinges for pen gates (2 per gate)		No.	28				
		4.5.3	Sliding bolts for pen gates		No.	14				
		4.5.4	Bolts, nails, etc		Sum	1				
		4.5.5	Masonite sheets 6.2mm		No.	6				
		4.5.6	Joist hangers for 38x114		No.	28				
		4.5.7	Joist hangers for 50x228		No.	2				
		4.5.8	Truss joining plates for 38x114		No.	56				
		4.5.9	Truss joining plates for 50x228		No.	6				
		4.5.10	Spring door closers for pens		No.	9				
		4.5.11	Chicken mesh 13mm to close off under floor airducts		m	9				
		4.5.12	Metal clamps for 160mm pipe airducts		No.	26				
		4.6 Labour and supervision for manufacturing and installation								
		4.6.1 Labour and supervision for manufacturing of pickets and balustrades and installation				Sum	1			
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PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 6 – DOORS & WINDOWS, WATER TANKS							
ITEM #	Main Section	DESCRIPTION	Details of specifications	UNIT	QTY	RATE	AMOUNT
5	DOORS & WIN-DOWS	5.1 Supply & Installation of 4 doors   See Drawing 1					
		<u>5.1.1 Supply &amp; Installation of 2 pedestrian doors.</u> > Pedestrian door next to office (door opens inwards) PLUS internal office door. > Heavy duty single hardwood (Meranti) 8 panel doors +	5.1.1.1 Fixtures: 5 lever mortice lock with hardened deadbolt and reversible latchbolt (Yale, Abus, Legge or eq.). Hinges: 3x, ball bearing butt-type, 100/150 x 75/80mm. Door weight at least 25kg.	Sum	1		
		<u>5.1.2 Supply &amp; Installation of 2 sheep entry doors from outside pens</u> >Heavy duty <b>split</b> Meranti ledger and batten door 2032mm x 813mm x 40(50)mm.	5.1.2.1 Fixtures: As 5.1.1.1, but with one extra latch to connect bottom half of the door to the top half  All 4 doors: Wood density > 650kg/cu.m (no pine/ light saligna!). Seal with 3 coats of varnish.				
		5.2 Supply and fitting of glass tiles in the steel window frames					
		5.2.1 Window frames are already in place. 5.2.2 Thoroughly clean frame rebates before installing glazing. 5.2.3 Type of window: SS33-Cottage type, 967 x1445mm 5.2.4 Fit extra thick <b>4mm</b> thick clear floated glazing. 5.2.5 Do <b>not</b> paint the frames as they are galvanised	5.2.3.1 Nine tiles per window frame, 5.2.3.2 Number of tiles: 9 x 9 = 81 tiles	Sum	1		
6	WATER TANKS	6.1 Supply & Installation of two 5000L water tanks   See Drawing 6					
		6.1.1 Fill, wet and compact the fill inside stand walls, then cast concrete slab ON TOP OF block walls with formwork		Sum	1		
		6.1.2 Tanks to be connected to gutter down pipes and fitted with a lockable brass tap.					
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PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 7 – PLASTERING & PAINTING							
ITEM #	Main Section	DESCRIPTION	Details of specifications	UNIT	QTY	RATE	AMOUNT
7	PLASTERING & PAINTING	7.1 Repair of old plaster work & completion of plasterwork on top of block pillars at columns   See Drawing 7					
		7.1.1 Fill cracks > 3mm with cement slurry	7.1.2.1 Use a combination of mortar, bricks and polystyrene. See Drawing 5 for details.  7.1.3.1 Chip off old mortar and replace with neatly beveled mortar	Sum	1		
		7.1.2 Closing of column boxes on top					
		7.1.3 Close gaps and untidy finishing on top of walls					
		7.2 Plaster priming and painting					
<u>7.2.1 Plaster primer</u>  > Outside wall: 150m <sup>2</sup> > Inside wall: 150 m <sup>2</sup> > Office; (2 sides): 2 x 20 m <sup>2</sup> > Total: 340m <sup>2</sup>  > One coat of <u>plaster primer</u> @ spreading rate of 12m <sup>2</sup> /L > Quantity of Plaster primer required: 35L  <u>7.2.2 PVA Paint (exterior &amp; Interior)</u>  Quantity of <u>burnt orange exterior PVA</u> required: 30L 150m <sup>2</sup> x 2 coats = 300m <sup>2</sup> @ SR of 10m <sup>2</sup> /L  Quantity of <u>ivory/off white interior PVA</u> required: 35L Hall: 150m <sup>2</sup> x 2 coats = 300m <sup>2</sup> @ SR of 10m <sup>2</sup> /L Office: 40m <sup>2</sup> > Total 340m <sup>2</sup> .  Surface must be clean, dry and free from dust, oils and grease. Fill cracks or holes with filler.		Exterior Hex: #FD9308 RGB: 253, 147, 8 CMYK: 0, 41.9, 96.8, 0.8 HSV: 34, 97, 99  OR  Pantone 151 RGB (255, 130, 0)   Inside (Hall & Office) Hex: FFF9DB RGB (255, 249, 219)	    	Sum	1		
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PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 8 – ELECTRICITY														
ITEM #	Main Section	DESCRIPTION	Details of specifications	UNIT	QTY	RATE	AMOUNT							
8	ELEC- TRICAL RETICU- LATION	8.1 Supply & installation of electrical reticulation   See Drawing 8												
		<p><u>8.1.1 All electrical installations to be done by a qualified electrician.</u> <i>If the recommended specifications below differ from the specialist's ones, the latter should prevail.</i></p> <p><u>8.1.2 Lighting - App. 1000W/5.0 Amp.</u></p> <p>&gt; <b>Hall- entry/storage area:</b> 2 T8 (2x25W) sets (T8-1 and T8 – 2) of fluorescent tube fixtures, 1 above storage area, 1 above entry. Switch (DLS – 2) at pedestrian entry next to office.</p> <p>&gt; <b>Hall – above holding pens.</b> 2 T8 (25W) sets (T8-3 and T8 – 4) of fluorescent tube fixtures, 1 Switch (DLS – 2) at pedestrian entry next to office.</p> <p>&gt; <b>Hall- above shearing floor and wool bins:</b> 3 x 100W + 2 x 150W High Intensity Discharge lamps (Mercury/Halide) in fixtures hung from roof purlins above shearing area and above skirting table/wool press. Double lights witch (one for each side of shed) DLS -1 at entry next to office.</p> <p>&gt; <b>Office:</b> 2 x T8 (T8 - 5 and T8 - 6) sets spaced 1.5m apart. Single switch (SLS -1) at office entry.</p> <p>&gt; <b>Outside:</b> 1 energy saving bulk head light (BH – 1/15W) above pedestrian door with Single Light Switch SLS 2 next to entry door.</p> <p><u>8.1.3 Wall Sockets - 55 Amp.</u></p> <p>&gt; <b>Three standard three-pin wall sockets</b> (WS 1,2 &amp; 3 - 15A) with spring loaded lids, mounted on timber shearing machine posts at 2.00m height, for the operation of the 300 - 400W shearing machines.</p> <p>&gt; <b>One wall socket</b> (WS4 - 10A) left of portal 3 for electronic scale and general use (Max. 2200W)</p> <p><u>8.1.4 DB Groups</u></p> <p>&gt; <b>Proposed number of electrical groups</b> for the shed: 7</p> <table><tr><td>(1) T8's at storage/ entry area + office + passage -</td><td>(3) 2 x Mercury lamps top half</td></tr><tr><td>(2) 3 x Mercury lamps bottom half</td><td>(5) wall socket WS 2 - shearing machine 2</td></tr><tr><td>(4) wall socket WS 1 - shearing machine 1</td><td>(7) wall socket WS 4 – scale and general use</td></tr><tr><td>(6) wall socket WS 3 - shearing machine 3</td><td></td></tr></table> <p><u>8.1.5 Total Shed Connection Power requirements:</u> 55Amp or 4400W/5.0kVA (PF= 0.85)</p> <p><u>8.1.6 Submission of an electrical certificate issued by an electrician with a Wiremen's license.</u></p>			(1) T8's at storage/ entry area + office + passage -	(3) 2 x Mercury lamps top half	(2) 3 x Mercury lamps bottom half	(5) wall socket WS 2 - shearing machine 2	(4) wall socket WS 1 - shearing machine 1	(7) wall socket WS 4 – scale and general use	(6) wall socket WS 3 - shearing machine 3		Sum	1
(1) T8's at storage/ entry area + office + passage -	(3) 2 x Mercury lamps top half													
(2) 3 x Mercury lamps bottom half	(5) wall socket WS 2 - shearing machine 2													
(4) wall socket WS 1 - shearing machine 1	(7) wall socket WS 4 – scale and general use													
(6) wall socket WS 3 - shearing machine 3														
SUB TOTAL PAGE 8 – TRANSFER TO SUMMARY PAGE 14 >>						R								

PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 9 – OUTDOOR PENS & SHEARING EQUIPMENT							
ITEM #	Main Section	DESCRIPTION	Details of specifications	UNIT	QTY	RATE	AMOUNT
9	OUT-DOOR PEN FENCING	9.1 Supply & Installation of outdoor pens   See Drawing 9					
		<u>9.1.1 Dimensions:</u> 12 x 12m + passage to loading zone.  <u>9.1.2 Fence description:</u> > 1.2 m. high hinged joint mesh. Three gates 1.8m x 1.2m. Passage to ramp. > Poles 1800 x 100-125mm at 1.4-1.5m centres (perimeter) and 1.0m (pen divider). > Gate and corner posts in concrete footing (400 x 400 x 600mm)  <u>9.1.3 Bill of Quantities</u> > 1.2m high prefabricated hinged joint fence with vertical wires 150mm apart. Length: 60m > CCA treated poles 1800 x 100-125mm for pens and passage. No. of poles: 45 > Gates 1800 x 1200mm. Tubing Ø32-40mm, Bonnox (hinged joint) closures. Hinge eye bolts - include chain. No. of gates: 3 > Staples 32mm- Packets of 500 gram (3x) > Concrete footing 20 MPa. 15 posts @ 0.1m³ each = 1.5m³. > Cement: 9 bags   > Sand: 0.8m³   > Stone: 1.1m³		Sum	1		
10	SHEARING EQUIPMENT (1)	10.1 Supply and installation of shearing machine and shearing hand piece   See Annexure C - Picture Pages					
		<u>10.1.1 Shearing hand piece</u> 240V for use on shearing machine with flexible shaft and at least 2 speeds over 2000 RPM. Plain bearing handpiece with oil bath lubrication. Handpiece to be LISTER (Cobra or Laser 2 or DF642), Supershear (Viper) Horner (Sure grip or Red Arrow), or Heiniger. Must come standard with 80-100mm wide 5mm general purpose bevel comb and a narrow straight comb (60-75mm), plus cutter blades. NO cheap unproven handpiece makes. SUPPLY BROCHURE WITH QUOTE/BID.		No.	1		
		<u>10.1.2 Shearing Machine</u> For use with mains electricity (240V) with one or more speeds over 2000 RPM flexible drive shaft for machine mounted at 2.00m height. Lister Nexus QR, Lister Nova, Longhorn XT, Heiniger (Evo or One). To be supplied with heavy duty flexible drive shaft. NO cheap unproven ones. SUPPLY BROCHURE WITH QUOTE/BID		No.	1		
SUB TOTAL PAGE 9 – TRANSFER TO SUMMARY PAGE 14 >>						R	

PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 10 – SHEARING EQUIPMENT (CTD)							
ITEM #	MAIN SECTION	DESCRIPTION	DETAILS OF SPECIFICATIONS	UNIT	QTY	RATE	AMOUNT
10	SHEA- RING EQUIP- MENT (CTD)	10.1 Supply, delivery & installation of shearing machine & shearing hand piece   See Annexure C – Picture Pages					
		10.1.3 Delivery & installation of the machine in the shed on a timber post (see Drawing). This may be done by directly mounting the machine on the post, or indirectly by mounting a hook/arm onto the post onto which the machine may be attached	Sum	1			
		10.1.4 Training of the beneficiaries in the operation and maintenance of machine and hand piece	Sum	1			
		10.1.5 Supply of box of 10 cutter blades (90-100mm) to fit the hand piece.	Sum	1			
		10.1.6 Supply of two combs to fit the hand piece, 1x short bevel (90-100mm wide, 3.5mm), 1x medium bevel (75-95mm wide, 5mm)	No.	2			
		10.1.7 Mechanical sheep shears (steel) to be used during power unavailability	No.	2			
		10.2 Supply, delivery & installation of wool processing equipment <sup>1</sup>   See Annexure C – Picture Pages					
		10.2.1 Premanufactured wool sorting/grading table. Length: 2.5 - 3.0m. Width: 1.8 - 2.0m. Height: 1.0 - 1.2m	No.	1			
		10.2.2 Premanufactured piece picking/skirting table. Dimensions: 2.75-3.0m x 1.50-2.00m	No.	1			
		10.2.3 Purpose made premanufactured collapsible mobile wool bins For the temporary storage of fleeces before sorting. Dimensions : 1.00-1.20m (L) x 1.00 - 1.20m (W) x 2.00m (H) May be made of a galvanised steel tubing frame closed off with plastic coated 50 x 50mm diamond mesh or steel sheeting.	No.	8			
		10.2.4 Hydraulic wool press baler Hand operated/Single base vertical mechanical wool press on caster wheels.	No.	1			
		10.2.5 Wool bags White polypropylene/nylon. Dimensions app. 70cm x 70cm x 100cm).	No.	50			
SUB TOTAL PAGE 10 – TRANSFER TO SUMMARY PAGE 14 >>							R

PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 11 – SHEARING EQUIPMENT & MISCELLANEOUS								
ITEM #	MAIN SECTION	DESCRIPTION	DETAILS OF SPECIFICATIONS	UNIT	QTY	RATE	AMOUNT	
10	SHEARING EQUIPMENT (CTD)	<u>10.2.6 Heavy duty industrial mechanical hanging weighing scale</u> > 25-250kg with 1kg increments, face size at least 20cm diameter > For the weighing of filled and baled wool bags.		No.	1			
		<u>10.2.7 Mobile Wicker or Rattan Wool Pack Frames/Baskets on Wheels</u> for transport of pieces and fleeces from tables to bins and bale press. Volume: 700-900L. Dimensions: 1.00-1.20m (L) x 0.70-0.80m x 0.90-1.00m		No.	1			
		<u>10.2.8 Delivery to site (wool processing equipment only)</u>		Sum	1			
11	MISCELLANEOUS	<b>11.1 Supply &amp; Installation of ventilation bricks</b>   See Annexure C – Picture Pages						
		<u>11.1.1 Removal of existing plastic ventilation covers</u>		Sum	1			
		<u>11.1.2 Supply &amp; Installation of clay ventilation bricks (60x)</u>	11.1.2.1 Include installation costs	No.	60			
		<b>11.2 Supply &amp; installation of ventilation ducts</b>						
		<u>11.2.1 Louvre type aluminium covers</u> to be screwed onto wall over the air duct exit pipes. > Number of covers: 14. > Dimensions: 400 x 300mm > Include installation costs	 	No.	14			
		<b>11.3 Supply of pre-fabricated sheep races/hurdles</b> See Annexure C – Picture Pages						
		<u>11.3.1 Sheeted hurdles (long)</u> to funnel sheep towards shed entry and enable inspection	> 2.75-3.00m long and 0.9-1.0m high	No.	2			
		<u>11.3.2 Sheeted hurdles (short)</u> to funnel sheep towards shed entry and enable inspection	> 1.8-2.0m long & 0.9-1.0m high.	No.	4			
		<b>11.4 Fire extinguisher</b>						
		<u>11.4.1 Fire extinguisher:</u> 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 PAGE 11 – TRANSFER TO SUMMARY PAGE 14 >>						R		



PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 12 – LATRINES & FENCING							
ITEM #	MAIN SECTION	DESCRIPTION	Details of specifications	UNIT	QTY	RATE	AMOUNT
12	P I T LATRINES	12.1 Construction of two pit latrines. See Drawing 10.					
		12.1.1 Pit latrines as per Drawing9 – RDN/2010/01/TOI >To be built at least 5m away from the shed.		Sum	1		
13	FENCING	13.1 Supply & Installation of security fencing   See Drawing 11.					
		13.1. 1 General description: > Length: 180m (45 x 45m). > Fence: 1.8 meter high weld mesh fence (100 x 50 x 1.6mm) with HDG corner and straining posts (3.0m x 76mm x 2.0mm) and 3.0m x 100mm x 2.5mm HDG gate posts, all in concrete footing. > Above it 500mm razor flat wrap connected to top of weld mesh against 2 strands of straining wire. > Four strands of straining wire to attach weld mesh to. > Total height of fence 2.3m. Stays 2.4m long gripping at 1.6m height and with concrete footing . > One 6.0m wide gate existing of 2 frames of 2.95m length and 2.3 m high (including flat wrap extension). > See Security Fence drawing No....		Sum	1		
		13.1.2 Bill of Quantities > 1.8m high <b>weld mesh</b> 100 x 50 x 1.6mm (galvanized)		m	180		
		> Rolls of 165m/5kg of <b>straining wire</b> (4 strands of straining wire at 100, 600, 1200 and 1800mm height + 2 strands at 2.0 and 2.3m height.		No.	5		
		> 3 x <b>double strand 2.5mm thick barbed wire</b> strands at top welded mesh, 2250 and 2500mm. Rolls of 540m/50kg.		No.	1		
		> <b>Razor wire flat wrap</b> (galv) - Ø 500mm coils of 15m length.		No.	12		
		> <b>Entry gate:</b> gate opening 6.00m wide. Size of 1 gate frame (2 are required): 1800 x 3000mm – Welded mesh 100 x 50 x 1.6mm, fully galvanised. Ø 40-50mm pipe frame, wall thickness 1.6mm. Hinge eye bolts - include chain. With razor wire top Ø 500mm flatwrap coils against vertical frame extension (well braced).		No.	2		
SUB TOTAL PAGE 12 – TRANSFER TO SUMMARY PAGE 14 >> R							

**PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD PAGE 13 – FENCING & EARTHWORKS**

ITEM #	MAIN SECTION	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		13.1 Supply & Installation of security fencing (CTD)				
13	FENCING (CTD)	> HDG steel posts (capped), 3000mm length, 76mmx2.0mm. Spacing 30.0m. Wall thickness 2.0mm > Placed 700mm deep in 800mm deep concrete footing 400 x 400mm.	No.	4		
		Y-standards 3.00m long at 3.0m intervals	No.	54		
		Posts at gate: 3000 x 100 x 2.5mm	No.	2		
		Mild steel stays 2400 x 50 x 1.6mm to brace posts in the corners (2 per corner) and at the gate (1 only), placed at 450 and cast in 20 MPa concrete 400 x 400 x 600mm.	No.	10		
		Concrete Footing: 6 posts + 10 stays. 1.4m³ of 20 MPa/19mm concrete Cement: 8 bags.   Sand: 0.7m³   Stone: 1.0m³	Sum	1		
14	EARTH-WORKS	14.1 Completion of leveling   See Annexure A – Site Plan				
		14.1.1 Completion of the platform leveling Removal of app.30m³ of in situ soil on of both ends of the shed around the main ramps to create a uniform slope of 1%.				
		14.2 Access road   See Annexure A – Site Plan				
		14.2.1 Clearing and grubbing of a 5m wide strip from the District road to the shed. Approximate length 200m. Strip should be free of any vegetation and have a slight camber removing water from the road				
		14.3 Cutting of a Storm water drain   See Annexure A – Site Plan				
		14.3.1 Cutting of a 50m long V-shaped storm water drain > 1m wide and 50cm deep   Location above the site outside the fence.				
		SUB TOTAL PAGE 13 – TRANSFER TO SUMMARY PAGE 14 >> R				

**PRICING SCHEDULE THABO MORENA WOOLSHED NEAR COLEFORD  
PAGE 14 – SUMMARY**

<b>PAGE #</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>PAGE 1</b>	<b>GUTTERS AND OFFICE</b>	<b>R</b>
<b>PAGE 2</b>	<b>FLOORS &amp; RAMPS</b>	<b>R</b>
<b>PAGE 3</b>	<b>PLACEMENT OF CONCRETE &amp; TESTS</b>	<b>R</b>
<b>PAGE 4</b>	<b>FLOOR BOARD &amp; PENS</b>	<b>R</b>
<b>PAGE 5</b>	<b>FLOOR BOARD &amp; PENS (CTD)</b>	<b>R</b>
<b>PAGE 6</b>	<b>DOORS &amp; WINDOWS, WATER TANKS</b>	<b>R</b>
<b>PAGE 7</b>	<b>PLASTERING &amp; PAINTING</b>	<b>R</b>
<b>PAGE 8</b>	<b>ELECTRICITY</b>	<b>R</b>
<b>PAGE 9</b>	<b>OUTDOOR PENS &amp; SHEARING EQUIPMENT</b>	<b>R</b>
<b>PAGE 10</b>	<b>SHEARING EQUIPMENT (CTD)</b>	<b>R</b>
<b>PAGE 11</b>	<b>SHEARING EQUIPMENT (CTD) &amp; MISCELLANEOUS</b>	<b>R</b>
<b>PAGE 12</b>	<b>LATRINES &amp; FENCING</b>	<b>R</b>
<b>PAGE 13</b>	<b>FENCING &amp; EARTHWORKS</b>	<b>R</b>
<b>SUBTOTAL</b>		<b>R</b>
<b>PRELIMINARY AND GENERAL</b>		<b>R</b>
<b>SITE ESTABLISHMENT</b>		<b>R</b>
<b>SITE SUPERVISION</b>		<b>R</b>
<b>SUBTOTAL</b>		<b>R</b>
<b>CONTINGENCIES 5%</b>		<b>R</b>
<b>SUBTOTAL</b>		<b>R</b>
<b>VAT 15%</b>		<b>R</b>
<b>TOTAL</b>		<b>R</b>

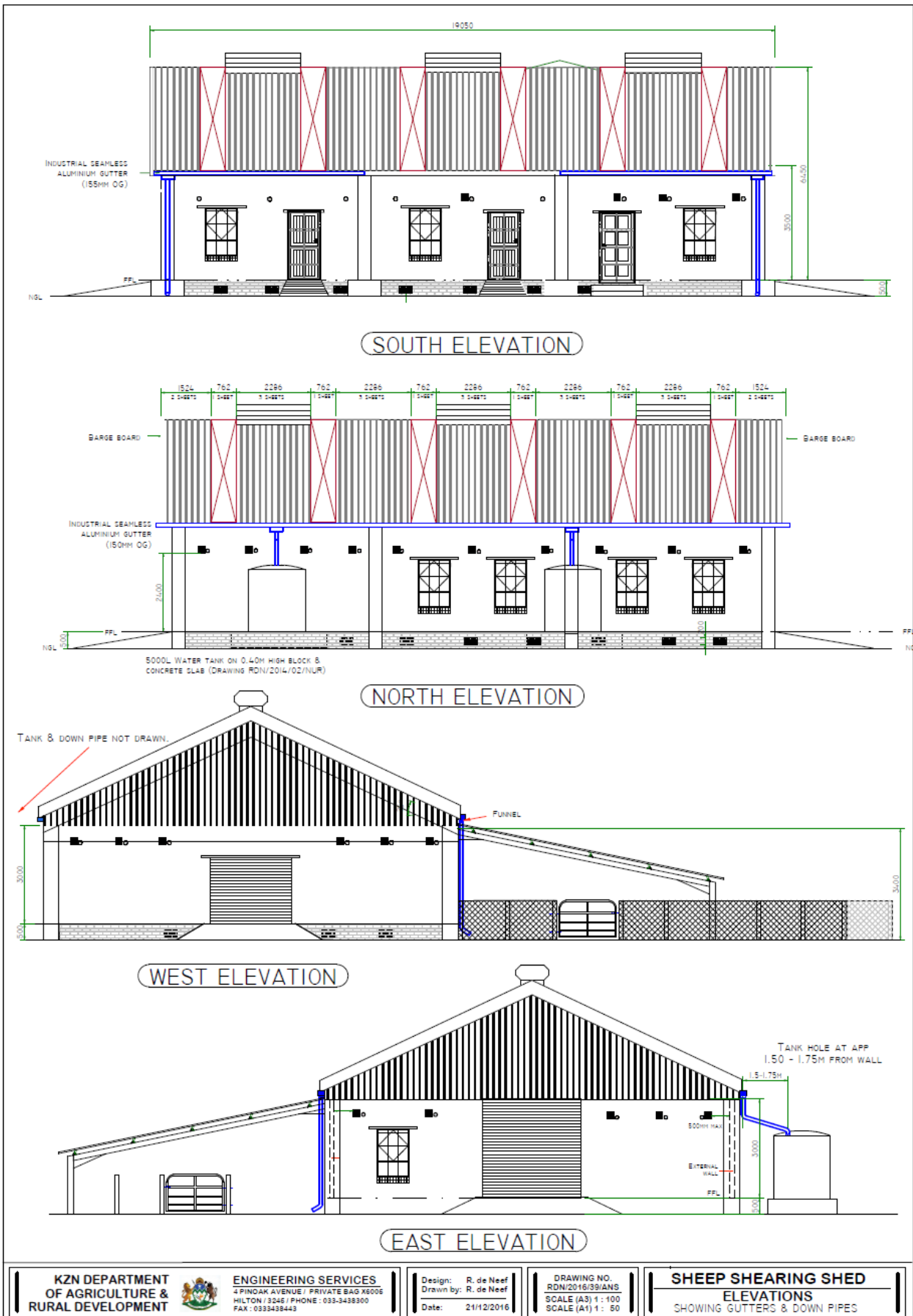
## **ANNEXURE A: SITE PLAN THABO MORENA WOOLSHED SHOWING WORKS OUTSIDE THE SHED**

**KEY:** 1 = Access Road (190m) | 2 = Fencing perimeter | 3 = Storm water diversion drain | 4 +5 = Locations where leveling must be done

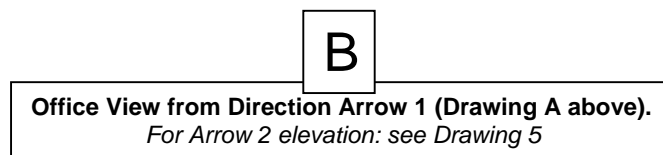
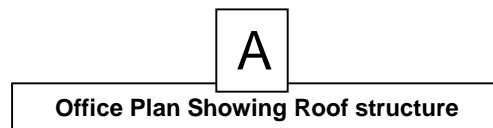


LIST OF DRAWINGS		
Drawing #	Reference No.	Title
Drawing 1	RDN/2016/39/ANS	SHED ELEVATIONS SHOWING GUTTERS AND DOWNPIPES
Drawing 2	N/A	OFFICE ELEVATION AND PLAN
Drawing 3	SHE/RDN/2019/019	CONCRETE FLOORS & SLABS
Drawing 4	RDN/2015/006/ANS	SHEARING BOARD AND HOLDING PENS
Drawing 5	N/A	INTERIOR ELEVATION SHOWING HOLDING PENS, SHEARING POSTS AND OFFICE
Drawing 6	2014/RDN/02R/NUR	TANKS STAND FOR 2500 & 5000L WATER TANKS
Drawing 7	N/A	CLOSING OF STEEL COLUMN BOXES ON TOP
Drawing 8	RDN/2016/037/OTH	ELECTRICAL RETICULATION AND LIGHTING
Drawing 9	SHP/RDN/2019/020	WOOLSHED OUTDOOR HOLDING PENS
Drawing 10	RDN/2010/01/TOI	VIP LATRINE
Drawing 11	N/A	SECURITY FENCE

# DRAWING 1: SHED ELEVATIONS SHOWING GUTTERS AND DOWNPIPES

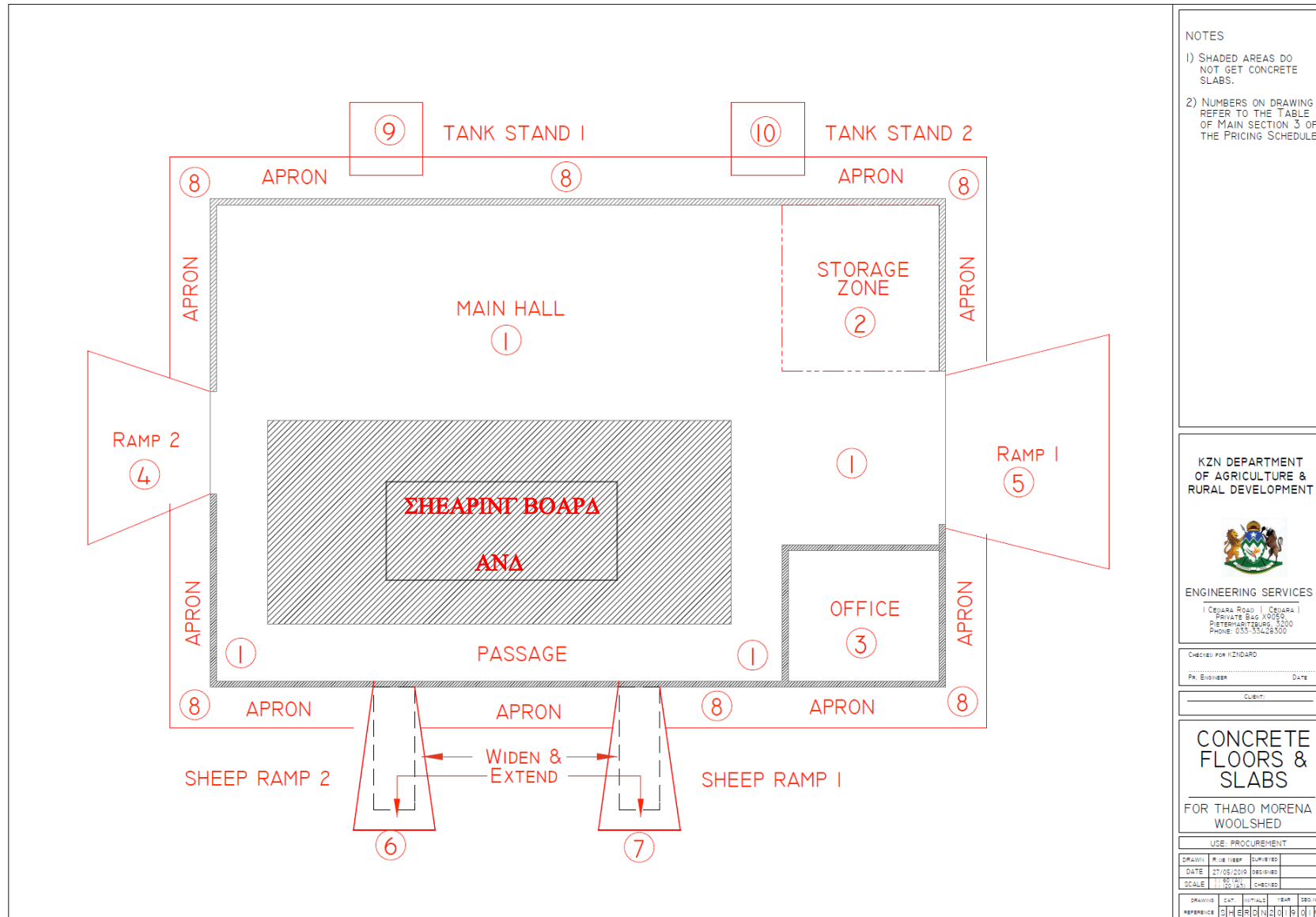


### OFFICE ELEVATION AND PLAN



**DRAWING 3:**

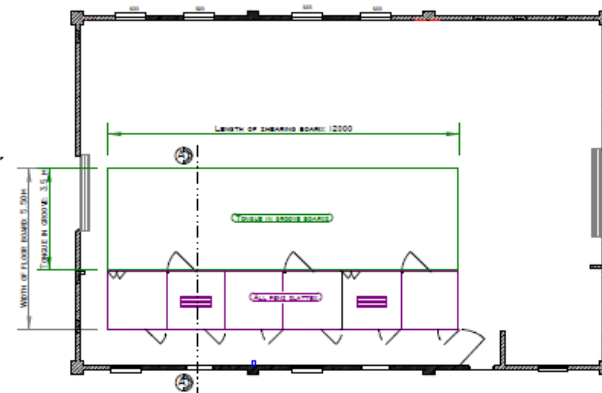
**SHED PLAN SHOWING THE VARIOUS CONCRETE FLOORS AND SLABS**





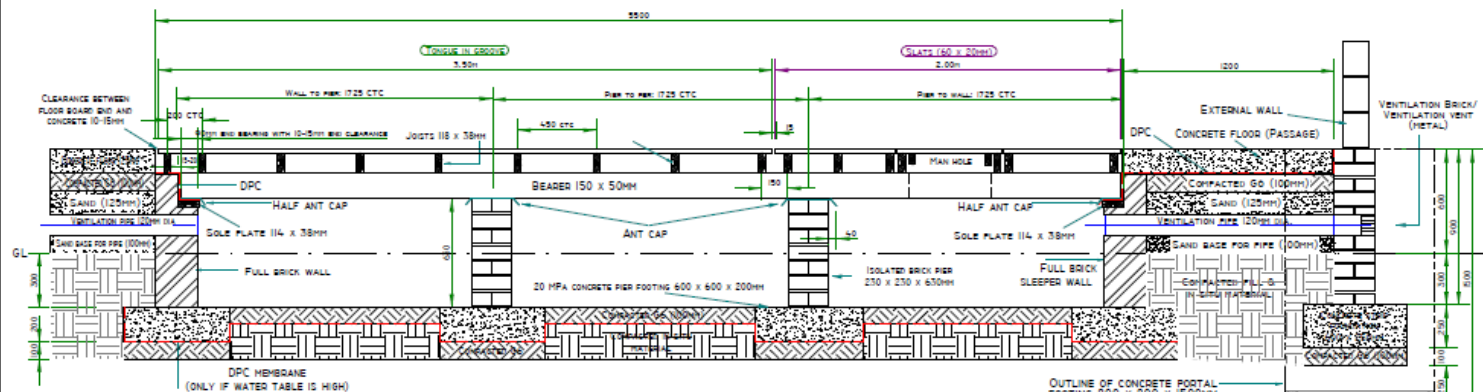
# DRAWING 4:

# SHEARING BOARD AND HOLDING PENS



LOCATION OF FLOOR BOARD IN THE SHED

NOT TO SCALE



CROSS SECTION A-A :FLOOR BOARD, PEN SLATS AND PASSAGE

## NOTES:

- 1) FOR CONTEXT SEE DRAWING 3: PRECINCT, FOUNDATION AND VENTILATION DETAILS
- 2) CROSS SECTION HAS BEEN CUT IN HALF TO ALLOW FOR A BIGGER SCALE ON A3 PRINT.
- 3) ANT CAP: 310 x 310MM SQUARE METAL SHEET MADE OF GALVANISED, ZINCANNEAL OR STAINLESS STEEL; SHEET COPPER, ALUMINIUM ALLOY OR ALLOYS OF COPPER AND ZINC. BEND OVER THE PIER EDGES AT 45 DEGREE ANGLE.
- 4) FLOOR BOARD MEASURES 12.00 x 3.50M.

## REVISIONS

NO.	DATE	REV	DESCRIPTION	BY	CHECKED

## KZN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT



## ENGINEERING SERVICES

4 PINOAK AVENUE / PRIVATE BAG X6005  
HILTON / 3246 / PHONE : 033-3438300  
FAX : 0333438443

CHECKED FOR KZNDAE

PR. ENGINEER DATE

CLIENT:  
EZEYVELO KZN WILDLIFE/ CONCOST QS

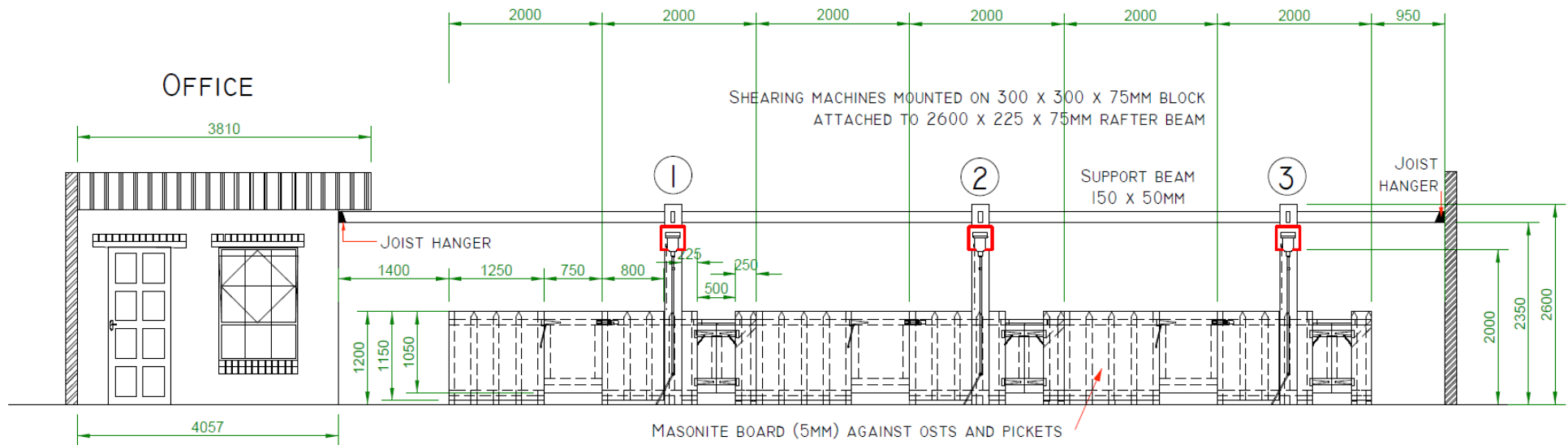
## WOOL SHED (6) FLOOR BOARD

## FLOOR LOCATION & CROSS SECTION

USE : STANDARD DESIGN

DRAWN	R. DE NEEP	SURVEYED	
DATE	3 MARCH 2015	DESIGNED	
SCALE	1:50 (A3)	CHECKED	

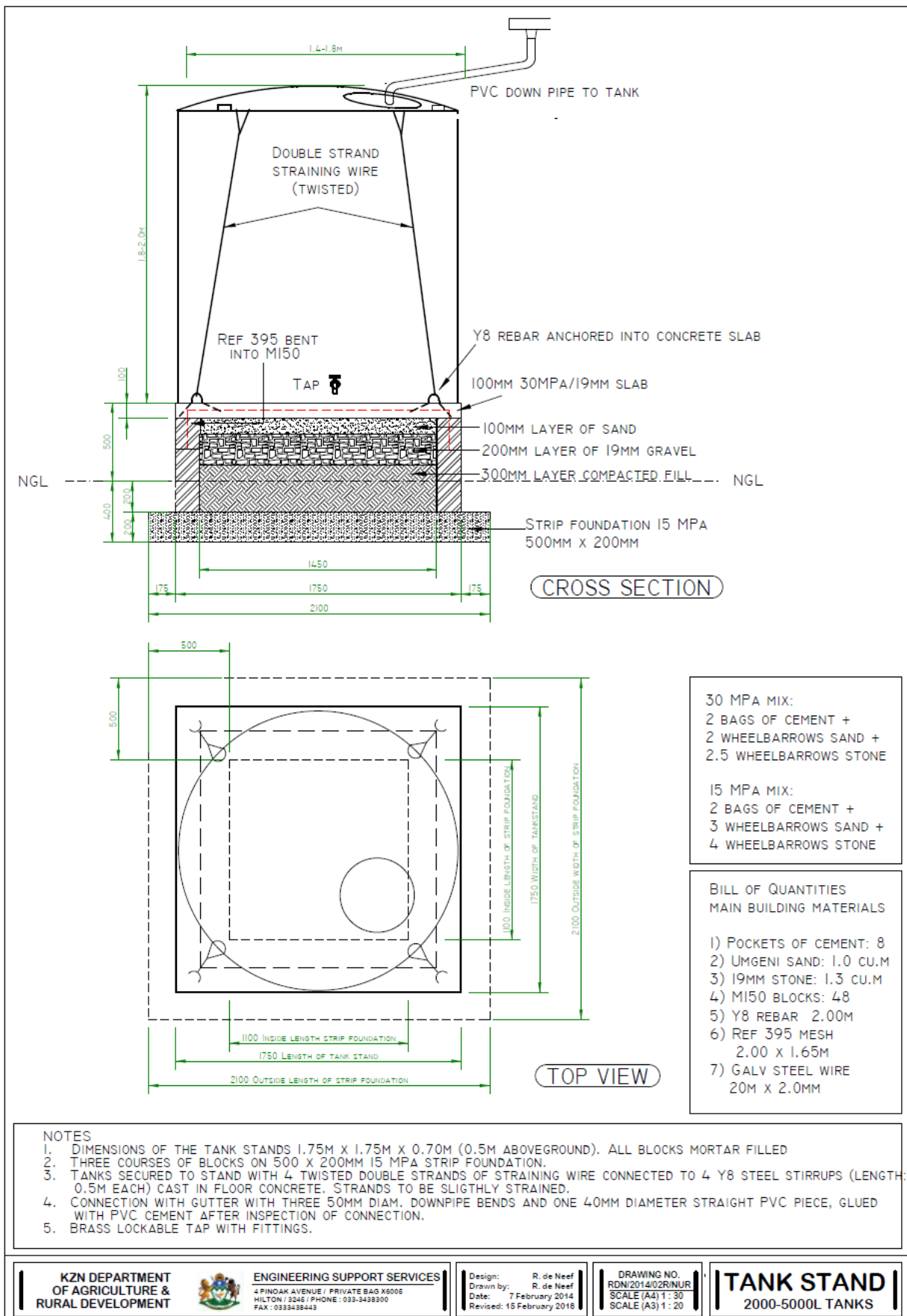
DRAWING NUMBER	INITIALS	YEAR	DRD. NO.	CATEGORY
RDN20150006ANS				

**DRAWING 5****INTERIOR ELEVATION SHOWING HOLDING PENS, SHEARING POSTS AND OFFICE**

ELEVATION A-A: SHEARING ZONE, PEN FRONT VIEW AND OFFICE

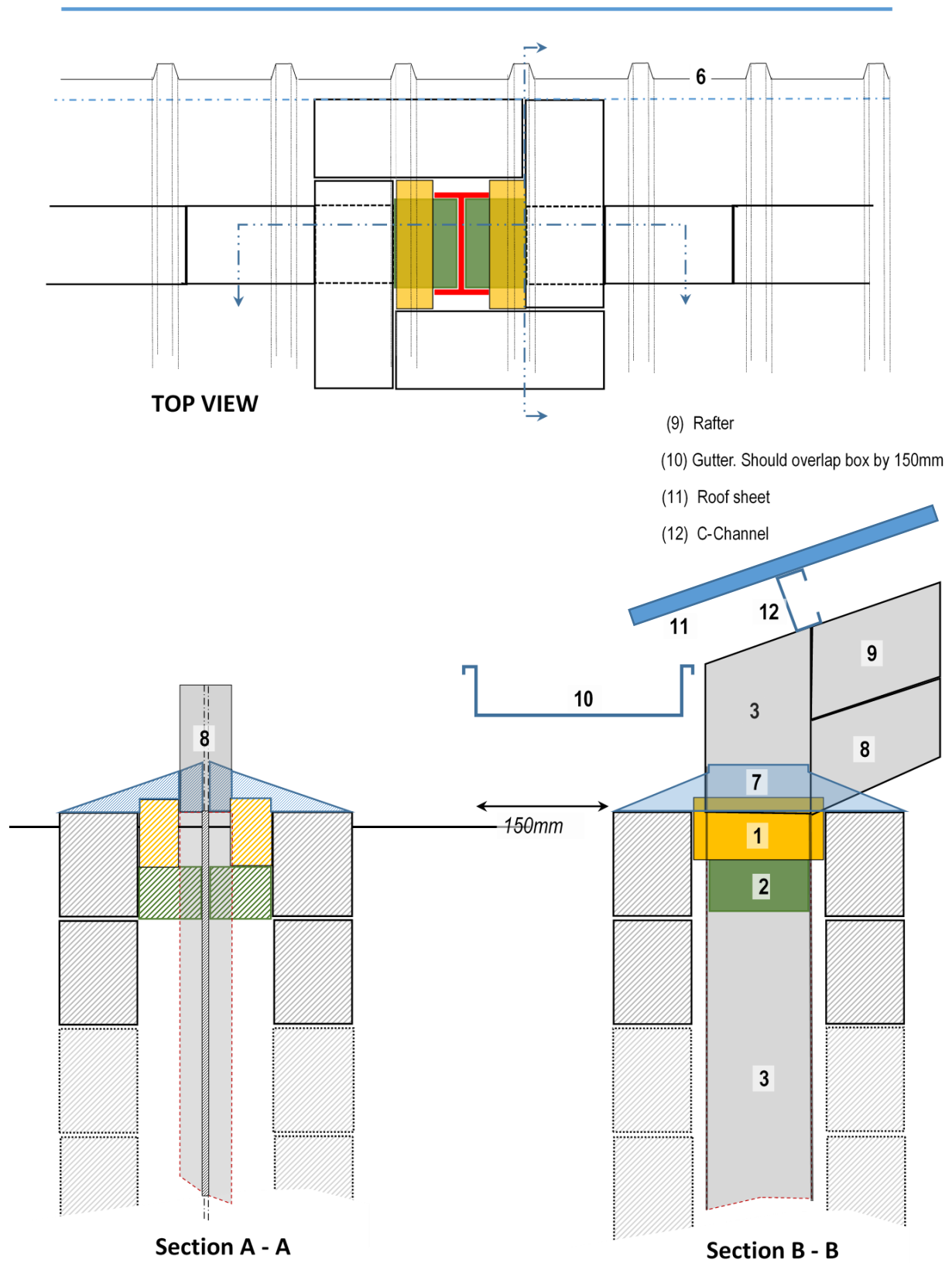
# DRAWING 6:

# TANKS STAND FOR 2500 & 5000L WATER TANKS

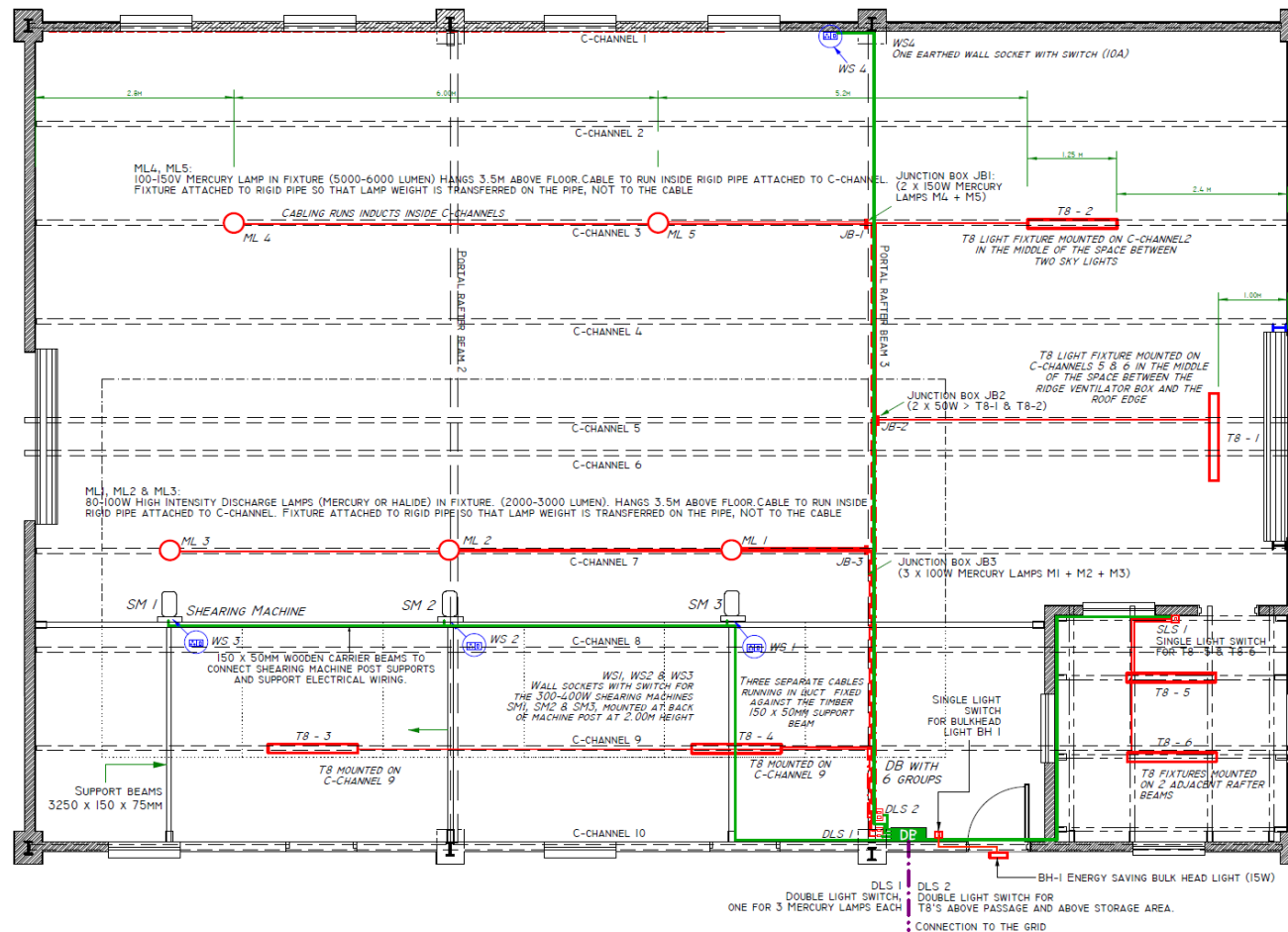


## DRAWING 7:

## CLOSING OF STEEL COLUMN BOXES ON TOP



## ELECTRICAL RETICULATION AND LIGHTING



PLAN - ELECTRICAL RETICULATION & LIGHTING

## NOTES

ALL ELECTRICAL INSTALLATIONS TO BE DONE BY A QUALIFIED ELECTRICIAN. IF THE RECOMMENDED SPECIFICATIONS BELOW DIFFER FROM THE SPECIALIST'S ONES, THE LATTER SHOULD PREVAIL.

A) LIGHTING

APP. 1000W/5.0 AMP IN TOTAL.

- > HALL- ENTRY/STORAGE AREA:  
2 x 2 T8 (25W) FIXTURES OF FLUORESCENT  
TUBE FIXTURES, 2 ABOVE STORAGE AREA,  
ABOVE PASSAGE, SWITCHES AT  
PEDESTRIAN ENTRY NEXT TO OFFICE.
- > HALL- ABOVE SHEARING FLOOR AND  
WOOL BINS: 3 x 100W + 2 x 150W  
HIGH INTENSITY DISCHARGE LAMPS  
(MERCURY/HALIDE) IN FIXTURES HUNG  
FROM ROOF PURCHASED FROM SHEARING AREA  
AND ABOVE SKIRTING TABLE/WOOL  
PRESS.
- > OFFICE: 2 x T8 SETS SPACED 1.5M  
APART. SINGLE SWITCH AT ENTRY.
- > OUTSIDE: 1 BULK HEAD LIGHT (50W  
ABOVE PEDESTRIAN DOOR.

### B) WALL SOCKETS

THREE STANDARD THREE-PIN WALL SOCKETS (15A) WITH SPRINGLOADED LIDS, MOUNTED ON TIMBER SHEARING MACHINE POSTS AT 2.00M HEIGHT, FOR THE OPERATION OF THE 300 - 400W SHEARING MACHINES.  
ONE WALL SOCKET (10A) LEFT OF PORTAL 3

C) DB/GROUPS

> PROPOSED NUMBER OF ELECTRICAL GROUPS

- FOR THE SHED: 7
- (1) T8's AT STORAGE/ ENTRY AREA + OFFICE + PASSAGE -
  - (2) 3 x MERCURY LAMPS BOTTOM HALF -
  - (3) 2 x MERCURY LAMPS TOP HALF
  - (4) WALL SOCKET SHEARING MACHINE 1
  - (5) WALL SOCKET SHEARING MACHINE 2
  - (6) WALL SOCKET SHEARING MACHINE 3.
  - (7) WALL SOCKET WS 4

## REVISIONS

No.	DATE	DESCRIPTION	BY	CHECKED

KZN DEPARTMENT  
OF AGRICULTURE &  
RURAL DEVELOPMENT



## ENGINEERING SERVICES

4 PINOAK AVENUE / PRIVATE BAG X6005  
HILTON / 3245 / PHONE : 033-3438300  
FAX : 0333438443

CHECKED FOR KZNDARD

PR. ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CLIENT:

WOOLSHED

## ELECTRICAL RETICULATION & LIGHTING

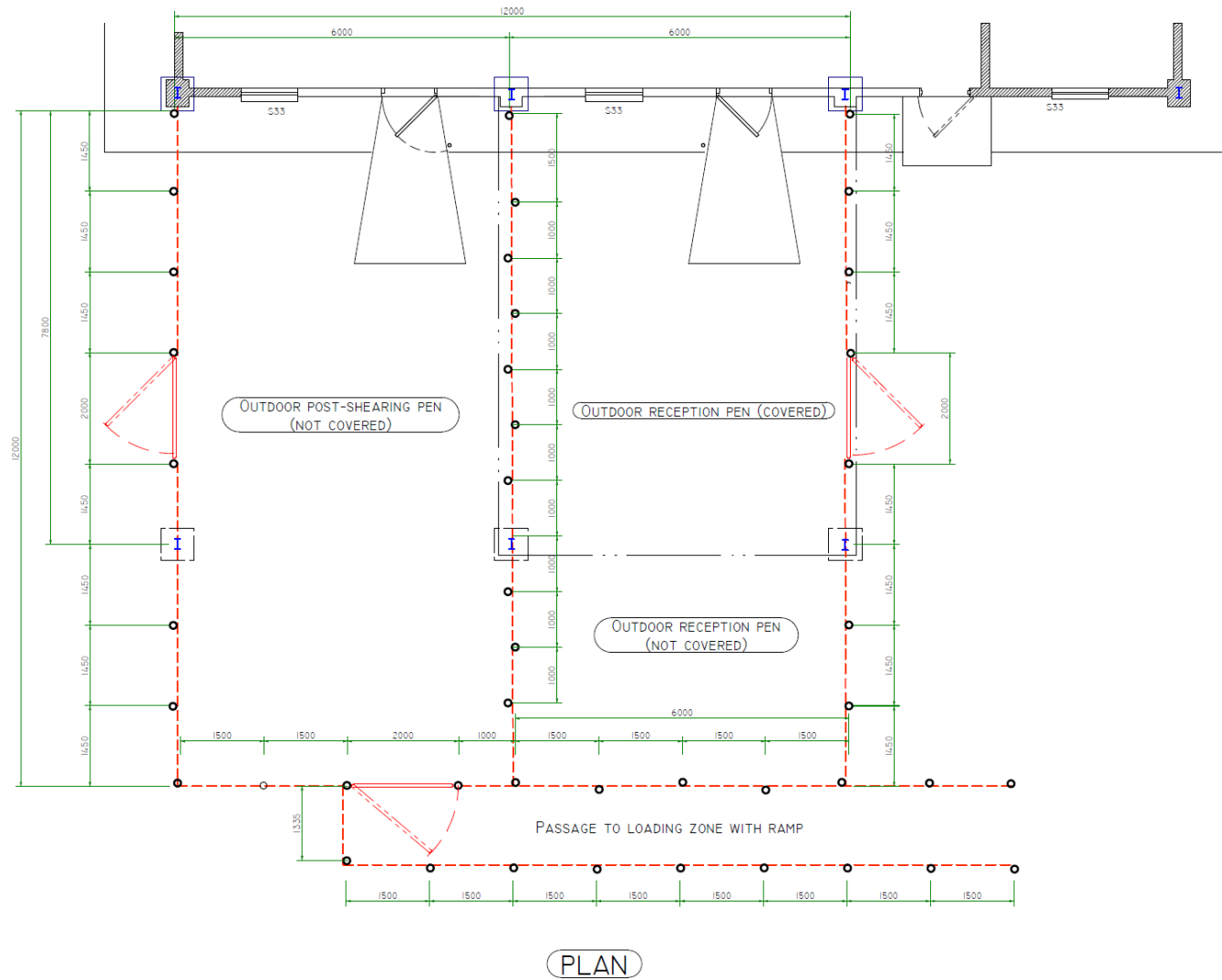
USE: GENERAL

DRAWN	R. DE NEEF	SURVEYED	
DATE	14/12/2016	DESIGNED	R. DE NEEF
SCALE	1 : 60	CHECKED	

DRAWING NUMBER	INITIALS	YEAR	SEQ. NO.	CAT.
	RDN	2016	037	OTH

# DRAWING 9:

# WOOLSHED OUTDOOR HOLDING PENS



NOTES

## REVISIONS

NO.	DATE	DESCRIPTION	BY	CHECKED

KZN DEPARTMENT  
OF AGRICULTURE &  
RURAL DEVELOPMENT



ENGINEERING SERVICES

1 CEDARA ROAD | CEDARA |  
PRIVATE BAG X9059  
PIETERHARTSBURG, 3200  
PHONE: 033-33428300

CHECKED FOR H2/DIARD

By: ENGINEER DATE:  

CUBIT

## DRAWING

WOOLSHED  
OUTDOOR  
HOLDING  
PENS

PLAN

USE:

DRAWN: PLU/NEEP SURVEYED:  

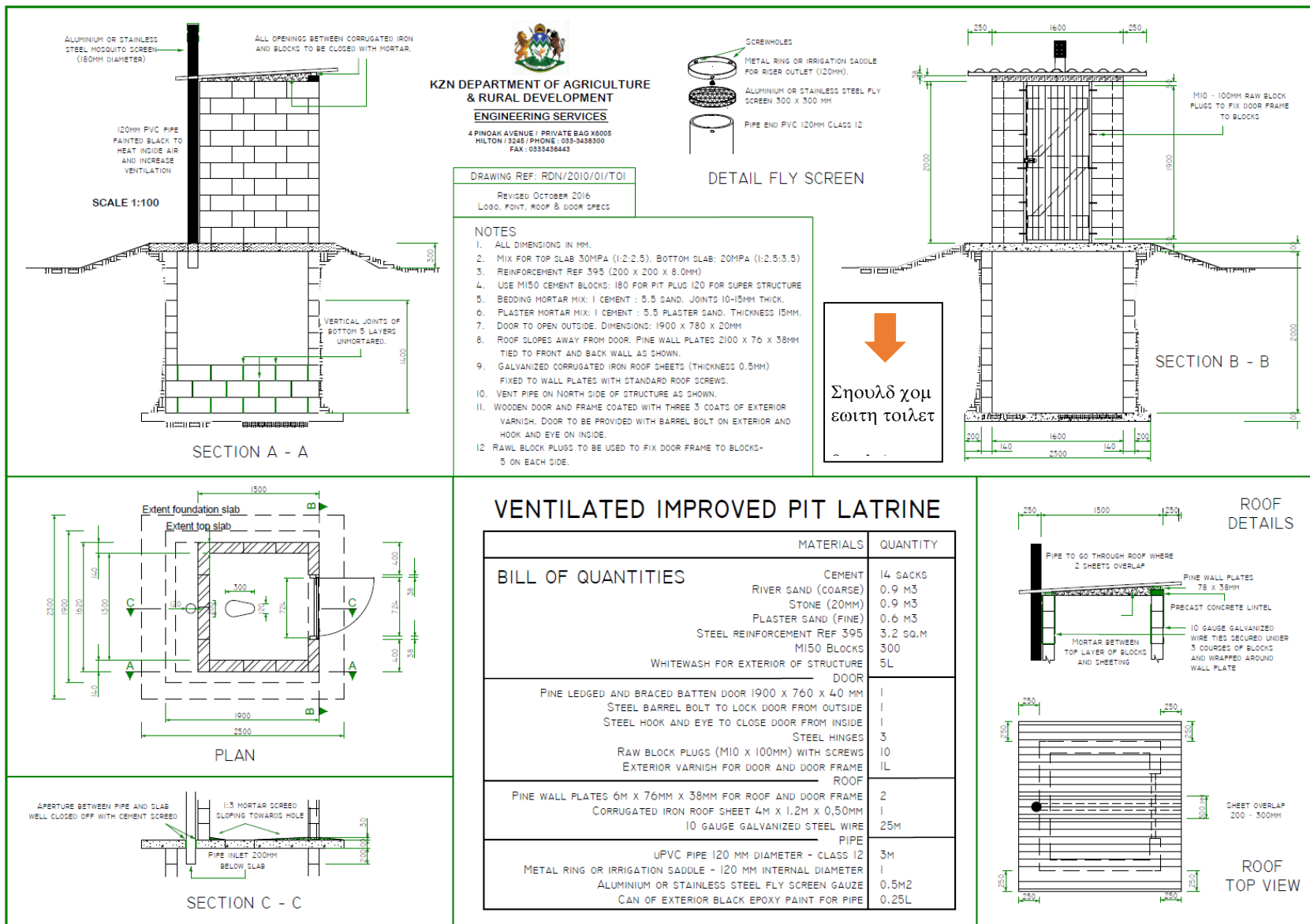
DATE: 26/05/2019 DESIGNED:  

SCALE: 1:75 CHECKED:  

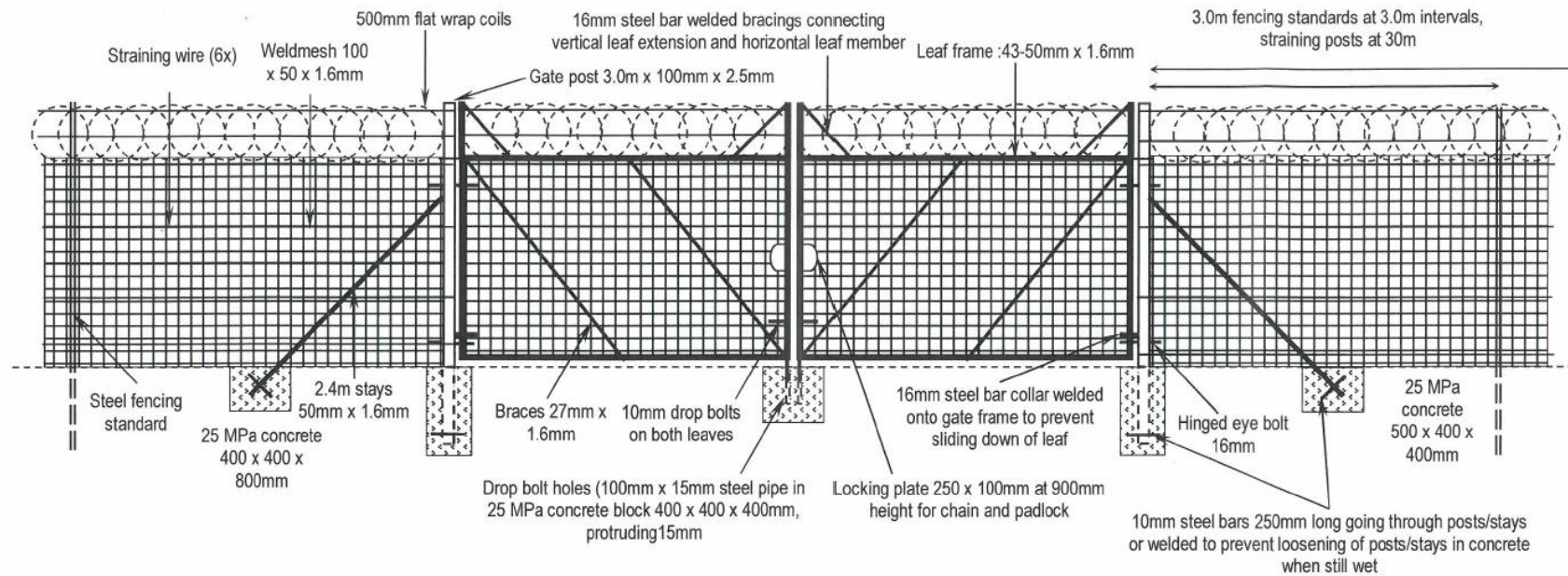
DRAWING:   CAT:   HT/H2:   YEAR:   SER:  

REFERENCE: CHP/EN/2019/020

## VIP LATRINE







**SPECIFICATIONS FOR 2.3M HIGH SECURITY FENCE WITH STEEL POSTS & STANDARDS,  
1.8M HIGH 100 X 50 X 1.6MM WELDMESH AND 500MM FLAT  
WRAP RAZOR WIRE TOP - WITH GATE**



**ANNEXURE C: PICTORIAL PAGES SHOWING EXAMPLES OF ITEMS TO BE SUPPLIED (1)**



**LONGHORN XT**



**LISTER NOVA**



**HEINIGER ONE**

**MACHINES**



**NEXUS QR**



**HEINIGER ONE**



**HORNER RED  
ARROW**



**HEINIGER ICON CYCLONE**

**HANDPIECES**



**LISTER LS201**



**SUPERSHEAR VIPER**

**ANNEXURE C: PICTORIAL PAGES SHOWING EXAMPLES OF ITEMS TO BE SUPPLIED (2)**



**WOOL SORTING/GRADING TABLE**



**WOOL SKIRTING/PIECE PICKING TABLE**



**VERTICAL MECHANICAL  
SINGLE WOOL PRESS  
BALERS**



**WOOL BAG ± 500L  
(70 x 70 x 100cm)**

**T8 LIGHTING FIXTURES WITH  
WATERPROOF POLYCARBONATE  
LENSES**



**LIGHTING FIXTURE FOR  
HALIDE/MERCURY**



**ANNEXURE C: PICTORIAL PAGES SHOWING EXAMPLES OF ITEMS TO BE SUPPLIED (3)**



**PREFABRICATED SHEETED  
DROP PIN JOIN SHEEP  
HURDLE 2.75M X 900MM**



**PREFABRICATED DROP  
PIN JOIN SHEEP HURDLE  
1.80M X 900MM**



**MOBILE WICKER OR  
RATTAN WOOL PACK  
FRAMES/BASKETS ON  
WHEELS FOR  
TRANSPORT OF PIECES  
AND FLEECES FROM  
TABLES TO BINS AND  
BALE PRESS**



**ALUMINIUM AIR DUCT COVERS - 400 x 400mm**

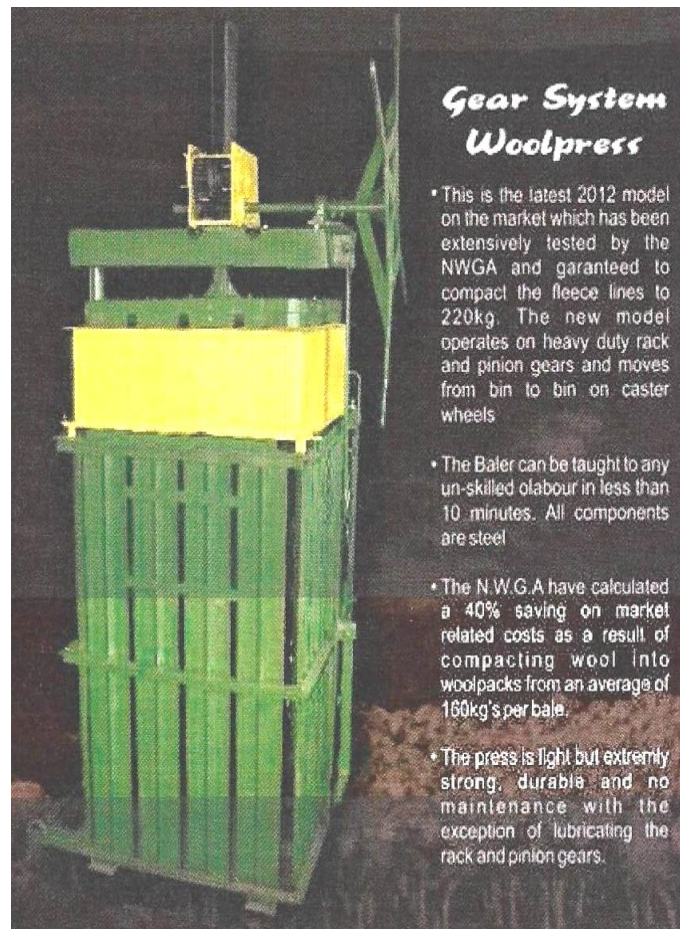




## **ANNEXURE C: PICTORIAL PAGES SHOWING EXAMPLES OF ITEMS TO BE SUPPLIED (4)**



**Heavy duty industrial mechanical hanging weighing scale 25-250kg with 1kg increments, face size at least 20cm diameter**



**ANNEXURE D:****ADDITIONAL INFORMATION****1 | EQUIPMENT & RESOURCES:**

Please provide an indication of the equipment and resources which will be available to execute the services required:

No	Equipment and resources available in order to execute the services:
1	
2	
3	
4	
5	

**2 | SUB CONTRACTED WORKS:** Please list which parts of the works will be sub-contracted.

No	Sub-Contractor	Associated works	%
1			
2			
3			
4			
5			

**ANNEXURE D:****ADDITIONAL INFORMATION (2)**

**3 | EXPERIENCE:** Previous/Current Experience (Documents and/or an extended list may be attached for further details)

No	CLIENT NAME	PROJECT NAME & DESCRIPTION	CONSTRUCTION PERIOD	ROLE (SELF OR SUB-CONTRACTED)	CONTRACT VALUE ( CONTRACTOR'S PART ONLY)	CONTACT (WORK & CELL NUMBER)
1						
2						
3						
4						
5						
6						
7						
TOTAL CONTRACT VALUE OF THE WORK DONE OVER THE LAST 5 YEARS BY THE BIDDER (Only submit full project value f if all the work was done by bidder)					R	
Signed on behalf of bidder:					DATE:	

**SECTION G**  
**BID EVALUATION CRITERIA**

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

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

**2. Correctness of information:**

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

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

- 3.1 Central Suppliers Database registration number;  
3.2 A certified copy of a valid B-BBEE certificate or valid sworn affidavit for purposes of confirmation of the bidder being a Level 1 BEE;  
3.4 Documentary proof of bidder being an EME;  
3.5 Proof of valid and active minimum CIDB 3 GB registration.

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

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

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

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

## 5. FUNCTIONALITY EVALUATION

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

**5.2** 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.

<b>TABLE 1: BID EVALUATION CRITERIA</b>				
	<b>FUNCTIONALITY EVALUATION CRITERIA</b>	<b>Max Points</b>	<b>Evidence</b>	<b>Bidders Score</b>
1.	<p><b><i>Bidder's experience in the construction of Buildings for Agricultural, domestic, industrial, institutional or commercial occupancies</i></b></p> <p>1 – 3 projects = 15 points &gt;3 projects = 25 points</p>	<b>25</b>	<p>Completion Certificate (Works or other) In support of <b>Annexure D3</b></p>	
2.	<p><b><i>Financial Capacity</i></b></p> <p>Total Credit Facility (with financial institution and/or manufacturer)</p> <p>R250 000.00 - R500 000.00 = 15 points &gt;R500 000.00 = 25 points</p>	<b>25</b>	<p>Evidence of credit facility with manufacturer/supplier <b>and/or</b> Registered Financial Institution <b>Or</b> Evidence of access to any legal funding instrument ( e.g. <b>Letter of intent</b>)</p>	
3.	<p><b><i>Access to a transportation facility/ Light Delivery Vehicle (LDV) / Truck</i></b></p>	<b>25</b>	<p><u>List under Annexure C1</u> Letter of commitment from fleet company <b>Or</b> Confirmation from producer that delivery shall also be undertaken <b>Or</b> Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Log book)</p>	
4.	<p><b><i>Proof of Physical address</i></b></p> <p>Office of Bidder outside borders of KZN = 5 pts Office of Bidder within borders of KZN = 20 pts</p>	<b>25</b>	<p>Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address</p>	
	<b>TOTAL</b>	<b>100</b>		
	<b>Minimum Functionality Threshold</b>	<b>70%</b>		