

## BID ADVERTISEMENT FORM

Bid description	[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok		
Bid number	[ NC/DALQ/1936		
Local content	This bid is advertised in terms of the National Treasury Designated Sectors Instruction Number 15 of 2016/2017. Invitation and Evaluation of bids based on a stipulated minimum threshold of conversion processes for local production and content for steel products and components for construction. Steel <span style="float: right;">100%</span>		
Name of institution	Department of Agriculture, Land Reform & Rural Development		
The place where goods, works, or services are required	Narogas 150km east of Springbok .		
Closing date and time	<b>Date</b>	[ 19 November 2020	<b>Time</b> 11:00 am
Contact details	Postal address	Department of Agriculture Private Bag X5018 Kimberley 8300 Attention: Ms Kushane	
	Physical address	Department of Agriculture 162 George Street Kimberley 8300 Attention: Ms Kushane	
	Tel. no.	053 838 9170	
	Fax no.	053 838 9151	
	E-mail address	jkushane@ncpg.gov.za	
	Contact person	[ L Boks [ 027 712 1315	
Where bids can be collected	[ Bid Documents will be handed out at Compulsory Site Briefing (site can only be accessed via gravel road) Failure to attend this meeting will lead to automatic disqualification and no service provider arriving after 10:00 will be allowed into the meeting ]		
Where bids should be delivered	162 George Street, Kimberley 8300		
Category (refer to annexure A)	GRADE [ 1SQ or Higher and 80/20 point system		
Sector	Other		
Region	[ Namakwa		
Compulsory briefing session/site visit	Date	12 November 2020	
	Time	[ 10:00 am	
	Venue	[ Khai-Ma Local Municipal office, Pofadder (site can only be accessed via gravel road) All bidders will be expected to travel to site to finalize	

**PUBLICATION OF AWARD FORM**

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



agriculture, land reform  
& rural development  
Department  
of Agriculture, Land Reform & Rural Development  
1000 Pretorius Street, Sandton 2008  
REPUBLIC OF SOUTH AFRICA

		the site meeting: the closing of the meeting will be on the farm Narogas
--	--	--

**PROVINCE OF THE NORTHERN CAPE**

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT**



**agriculture, land reform  
& rural development**

Department:  
agriculture, land reform & rural development  
NORTHERN CAPE PROVINCE  
REPUBLIC OF SOUTH AFRICA

**FORMAL PRICE QUOTATION UP TO R500 000-00**

DESCRIPTION:[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok

PROJECT NAME:[ Commercialization of Black producers

FUND:[ CASP \_\_\_\_\_

CLOSING DATE:[ 19 November 2020

PROJECT LEADER

[ L Boks

TEL: [ 027 712 1315

FAX: [ 027 712 2270

EMAIL:[ lalizianboks2@gmail.com

**BID NO:[ NC/DALQ/1936**

**BIDDER NAME :** .....

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



**REFERENCED INDEX TO PARTS OTHER THAN BILLS OF QUANTITIES**

The following index has been included for ease of paginating the document.

REFERENCED INDEX TO PARTS OTHER THAN BILLS OF QUANTITIES.....2

**SUMMARY FOR TENDER OPENING PURPOSES**.....4

FORM OF OFFER AND ACCEPTANCE .....6

T1.1 : TENDER NOTICE AND INVITATION TO TENDER .....10

T1.2 : TENDER DATA.....12

**Acceptance of tender offer** .....16

T2.1 : LIST OF RETURNABLE DOCUMENTS .....17

SCHEDULE 1 : DECLARATION OF INTEREST .....19

SCHEDULE 2 : PREFERENCE POINTS CLAIM.....23

SCHEDULE 3 LOCAL CONTENT .....28

SCHEDULE 4 : DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES 35

SCHEDULE 5 : INDEPENDENT BID DETERMINATION .....37

SCHEDULE 6 : COMPULSORY ENTERPRISE QUESTIONNAIRE.....40

SCHEDULE 7: Certificate of Authority .....43

*Note:* .....47

SCHEDULE 8: PROOF OF EXPERIENCE RELEVANT TO PROPOSED WORK.....51

SCHEDULE 9 : CERTIFICATE OF ATTENDANCE AT CLARIFICATION.....52

SCHEDULE 10 : RECORD OF ADDENDA .....53

SCHEDULE 11 : INFORMATION REQUIRED .....54

SCHEDULE 12: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014.....55

C1.2: CONTRACT DATA .....57

ADDITIONAL CONDITIONS OF CONTRACT .....62

c1.2 : contract data.....66

C1.3 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT .....67

PART C2 : PRICING DATA for works.....69

**DESCRIPTION:**[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:**[ NC/DALQ/1936



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of  
agriculture, land reform & rural development  
REPUBLIC OF SOUTH AFRICA

C2.1 : pricing instructions .....	70
C2.2: BILL OF QUANTITIES .....	72
PART C3 : SCOPE OF WORK.....	75
C3.1 : description of the works .....	76
C3.2 : ENGINEERING.....	79
C3.3 : PROCUREMENT.....	84
C3.4 : CONSTRUCTION AND SPECIFICATIONS .....	86
C3.5 : MANAGEMENT .....	87
C3.6 : occupational health and Safety specification.....	92
C3.7 : ENVIRONMENTAL MANAGEMENT .....	93
c3.8: annexURes.....	98
PART C4 : site information .....	102

DESCRIPTION:[ Supply, Delivery and construction of 11km Border Fence at farm  
Narogas 150km from Springbok  
QUOTATION NR:[ NC/DALQ/1936



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REPUBLIC OF SOUTH AFRICA

### SUMMARY FOR TENDER OPENING PURPOSES

**[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]**

Name of contractor submitting the tender:.....

Tender amount (as stated in the Form of Offer): R .....

Amount in words .....

Preferences claimed:.....(Yes / No)

If "Yes" state B-BBEE Rating:.....

Specified time for completion: :[ 60 days

Alternative time for completion offered? .....(Yes / No)

If "Yes", state time offered .....

Discounts offered? .....(Yes / No)

Details of discounts offered:

.....  
.....

Prices Valid for 90 days :.....(Yes / No)

If "No" state Prices validity:.....

Details of contact person:

Name (Print):.....

Telephone No: .....Fax No :.....

E-mail address:.....

**Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.**

SIGNATURE ON BEHALF OF TENDERER: .....



## **REMINDER: PLEASE TAKE NOTE**

IT CAME TO THE ATTENTION OF THE DEPARTMENT THAT PREVENTABLE MISTAKES OCCUR IN THE COMPLETION OF YOUR BID DOCUMENTS. THIS LEADS TO YOUR BIDS BEING INVALIDATED AND/OR DISQUALIFIED AND LOSING BBB-EE POINTS.

### **THE MOST COMMON MISTAKES ARE THE FOLLOWING:**

1. COPY OF ID & COMPANY REGISTRATION (CERTIFIED)
2. NON INCLUSION OF ORIGINAL TAX CLEARANCE/SARS PIN
3. THE USE OF CORRECTIONAL FLUID/TAPE
4. THE INCLUSION OF AN UNCERTIFIED COPY OF A SANAS ACREDIDATE BBB-EE CERTIFICATE/ A COPY OF A SWORN BBB-EE AFFIDAVIT
5. THE OMISSION OF A FINAL BID PRICE
6. THE OMISSION OF THE DELIVERY PERIOD
7. PLEASE DOUBLE CHECK YOUR CALCULATIONS AS MISCALCULATIONS LEADS TO UNNECESSARY DELAYS AND MAY ALSO LEAD TO INVALIDATION
8. FAILURE TO SIGN ANY FORM WHERE YOUR SIGNATURE IS REQUIRED, WILL LEAD TO DISQUALIFICATION
9. TO INCLUDE CSD REGISTRATION OR UNIQUE SUPPLIER NUMBER

THE PRICE QUOTATION BOX IS SITUATED AT **TEMOTHUO HOUSE, 162 GEORGE STREET, KIMBERLEY** AT THE MAIN ENTRANCE TO THE DEPARTMENT (NOT THE STREET ENTRANCE). PLEASE ENSURE THAT YOUR BIDS ARE DEPOSITED IN THIS BOX BEFORE THE OFFICIAL CLOSING TIME AND DATE OF THE BID.

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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Departement  
van Landbou, Land Reform & Nye Ontwikkeling  
Republiek van Suid-Afrika

**FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS**

.....  
..... Rand (in words);

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

Signature .....

Name .....

Capacity .....

**Name and address of organisation:**

.....  
.....

**Name and signature of witness:**

Signature .....

Name .....

Date .....



## 2. ACCEPTANCE

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

The terms of the contract are contained in

- Part C1 : Agreements and Contract Data (which includes this Agreement)
- Part C2 : Pricing Data
- Part C3 : Scope of Work
- Part C4 : Site Information.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall, within two weeks after receiving a completed copy of this Agreement including the Schedule of Deviation (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

### For the Employer:

Signature .....

Name Mr L. M. M. Wa Modisei.....

Capacity Head of Department.....

Name and address of organisation:

Department of Agriculture, Land Reform and Rural Development Northern Cape Province, .....

162 Goerge Street, Kimberley 8301 .....

Name and signature of witness:

Signature .....

Name Mr M Dibane.....

Date .....

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



### 3. SCHEDULE OF DEVIATIONS

**Notes:**

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

- 1. Subject .....
- Details .....
- 2. Subject .....
- Details .....
- 3. Subject .....
- Details .....
- 4. Subject .....
- Details .....

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

**DESCRIPTION:**[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:**[ NC/DALQ/1936



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

For the Tenderer

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

Name and address of organization

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

For the Employer

Signature(s) .....

Name(s) Mr L. M. M. Modisei .....

Capacity Head of Department.....

Name and address of organization

162 Goerge Street, Kimberley 8301 .....

Witness Signature .....

Witness Name Mr M Dibane .....

Date .....

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)

of ..... (month)

20..... (year)

at ..... (place)

For the Contractor:

Signature .....

Name .....

Capacity .....

Signature and name of witness:

Signature .....

Name .....

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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landboue ontwikkeling  
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## T1.1 : TENDER NOTICE AND INVITATION TO TENDER

The Northern Cape: Department of Agriculture Land Reform And Rural Development hereby invites tenders for the [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok

The work entails: [ the supply, delivery and construction of 11km of border fence, at farm Narogas 150km east of Springbok .

It is estimated that tenderers should have a CIDB contractor grading designation of [ 1SQ or higher.

Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than the latest CIDB promulgated contractor grading designation, determined in accordance with the sum tendered will be eligible to tender.

A 80/20 point system is applicable to this bid. A B-BBEE status level verification must be submitted in order to qualify for preference points.

**DESCRIPTION:**[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:**[ NC/DALQ/1936



The physical address for collection of tender documents is:

**162 George Street  
Kimberley  
8301**

**[ Bid Documents will be handed out at Compulsory Site Briefing (site can only be accessed via gravel road) Failure to attend this meeting will lead to automatic disqualification and no service provider arriving after 10:00 will be allowed into the meeting ]**

Documents may be collected during working hours from 07H45 till 16H00

Queries relating to the issue of these documents may be addressed to:

**Ms J Kushane:**

Tel No. 087 630 0387

Fax No. **086 7718786**

e mail: [jkushane@ncpg.gov.za](mailto:jkushane@ncpg.gov.za)

Project Leader:[ **L Boks** Contact No.:[ **027 712 1315**

Email:[ [lalizianboks2@gmail.com](mailto:lalizianboks2@gmail.com)

A compulsory clarification meeting with representatives of the Employer will take place at Will start at the Khai-Ma local municipal office, Pofadder 12 November **2020 starting at 10:00 am (site can only be accessed via gravel road)**. Afterwards we will travel to the farm Narogas to do inspections of the works to be constructed. Failure to attend this meeting will lead to automatic disqualification and no service provider arriving after 10:00 will be allowed into the meeting. Co –ordinates: [ **29°07'45"S - 19°23'54"E**

The closing time for receipt of tenders is **11:00 am** on the[ **19 November 2020** . **Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.**

Tenders may only be submitted on the tender documentation that is issued.

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

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
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**T1.2 : TENDER DATA**

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

SANS 10845-3 make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3

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

Clause number	Tender Data
3.1	The employer is <b>NORTHERN CAPE: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT</b>
3.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable Schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Occupational Health and Safety Agreement</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of Work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



Clause number	Tender Data								
3.4	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Project Leader: [ L Boks</td> <td style="width: 50%;">Project Engineer: A Cloete</td> </tr> <tr> <td>Tel. No.: [ 027 712 1315</td> <td>Tel. No.: 027 3411 238</td> </tr> <tr> <td>Fax. No.: [ 027 712 2270</td> <td>Fax. No.: 027 3411 720</td> </tr> <tr> <td>Email: [ lalizianboks2@gmail.com</td> <td>Email: alexander@hantam.co.za</td> </tr> </table>	Project Leader: [ L Boks	Project Engineer: A Cloete	Tel. No.: [ 027 712 1315	Tel. No.: 027 3411 238	Fax. No.: [ 027 712 2270	Fax. No.: 027 3411 720	Email: [ lalizianboks2@gmail.com	Email: alexander@hantam.co.za
Project Leader: [ L Boks	Project Engineer: A Cloete								
Tel. No.: [ 027 712 1315	Tel. No.: 027 3411 238								
Fax. No.: [ 027 712 2270	Fax. No.: 027 3411 720								
Email: [ lalizianboks2@gmail.com	Email: alexander@hantam.co.za								
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p>								
4.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a [ 1SQ class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the [ 1SQ class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a [ 1SQ class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>								
4.7	<p>Compulsory site meeting will be held: Will start at the Khai-Ma local municipal office, Pofadder 12 November <b>2020 starting at 10:00 am (site can only be accessed via gravel road)</b>. Afterwards we will travel to the farm Narogas to do inspections of the works to be constructed. Failure to attend this meeting will lead to automatic disqualification and no service provider arriving after 10:00 will be allowed into the meeting. Coordinates [ <b>29°07'45"S - 19°23'54"E</b></p>								
4.7.1	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.  Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register.</p>								
4.9	<p><b>Insurance</b></p> <p>Comprehensive insurance to the full value of the contract must be provided for the full contract period till final completion and issue of final completion certificate. Proof of payment and copy of contract must be supplied to the department as per clause 8.6 GCC 2010. Second edition</p>								



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**QUOTATION NR:** [ NC/DALQ/1936



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4.13.4	<p>The tenderer is required to submit with his tender: (Only certificates)</p> <ul style="list-style-type: none"> <li>• An <b>original</b> and a <b>valid</b> Tax Clearance Certificate or PIN issued by the South African Revenue Services.</li> <li>• Proof of CIDB registration</li> <li>• An <b>original</b> or a <b>certified copy</b> of a <b>valid</b> BBBEE certificate</li> <li>• Joint venture agreement</li> <li>• Company registration form</li> <li>• A certified letter of goods standing from compensation commissioner</li> <li>• CSD registration or Unique Supplier number only</li> <li>• Work Plan .</li> </ul>
4.13.5 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of Tender Box:  <b>162 George Street</b>  <b>Kimberley</b>  <b>8301</b></p> <p><b>Identification details:</b> Tender [ <b>NC/DALQ/1936</b></p> <p>Closing date: [ 19 November 2020  Time : 11:00 am  Postal Address:  <b>NORTHERN CAPE:DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT</b>  <b>ATTENTION:</b>  <b>JUDITH KUSHANE</b>  <b>PRIVATE BAG X5018</b>  <b>KIMBERLEY</b>  <b>8300</b></p>
4.13.5	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is : 11:00 am on the [ 19 November 2020
4.16	The tender offer validity period is 90 days.
4.19	<p>Access shall be provided for the following inspections, tests and analysis:</p> <p><b>Site inspection</b>  <b>Soil clarification</b></p>
5.1	The Employer will respond to requests for clarification received up to 5( <b>five</b> ) working days before the tender closing time.
5.4	Tenders will be opened immediately after the closing time for tenders at 11:00 am





5.11.4	The procedure for the evaluation of responsive tenders is Method 3																														
5.11.4	<p>The procedure for the evaluation of responsive tenders is <b>Method 3</b></p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in <b>excess</b> of R 50 000 000.00; or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000.00</li> <li>3) Points for this bid shall be awarded to:             <ol style="list-style-type: none"> <li>a) Price; and</li> <li>b) B-BBEE Status Level of Contribution</li> </ol> </li> </ol> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where:  <math>P_s</math> = Points scored for comparative price of bid under consideration  <math>P_t</math> = Comparative price of bid under consideration  <math>P_{min}</math> = Comparative price of lowest acceptable bid</p>																														
5.11.3	<p><b>Points awarded for B-BBEE Status Level of Contribution</b></p> <p>In terms of Regulation 5 (2) and 6 (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</p>																														
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 33%;">B-BBEE Status Level of Contributor</th> <th style="width: 33%;">Number of points (90/10 system)</th> <th style="width: 33%;">Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr><td>1</td><td>10</td><td>20</td></tr> <tr><td>2</td><td>9</td><td>18</td></tr> <tr><td>3</td><td>8</td><td>14</td></tr> <tr><td>4</td><td>5</td><td>12</td></tr> <tr><td>5</td><td>4</td><td>8</td></tr> <tr><td>6</td><td>3</td><td>6</td></tr> <tr><td>7</td><td>2</td><td>4</td></tr> <tr><td>8</td><td>1</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr> </tbody> </table>	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	8	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
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7	2	4																													
8	1	2																													
Non-compliant contributor	0	0																													

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



agriculture, land reform  
& rural development  
 Department  
 of Agriculture, Land Reform & Rural Development  
 REPUBLIC OF SOUTH AFRICA

5.13	<b>Acceptance of tender offer</b>
5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not:             <ul style="list-style-type: none"> <li>i) abused the Employer’s Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> </ul>

## T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

### T2.1.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- Schedule 1: Declaration of Interest (NCP 4)
- Schedule 2: Preference Points Claim (NCP 6.1)
- Schedule 3: Local Content (NCP 6.2)
- Schedule 4: Bidders Past Practices (NCP 8)
- Schedule 5: Independent Bid Determination (NCP9)
- Schedule 6: Compulsory Enterprise Questionnaire
- Schedule 7: Authority of Signatory
- Schedule 8: Proof of Experience Relevant to Proposed Work
- Schedule 9: Certificate of Attendance at Clarification Meeting
- Schedule 10: Record of Addenda
- Schedule 11: A) Valid Tax Clearance Certificate or SARS PIN  
B) Certificate of Contractors Registration issued by the CIDB  
C) Tender Entity Identification  
D) Certificates refer to T1.2 (4.13.4)  
E) Proof of CSD registration or unique supplier number.
- Schedule 12: Declaration Concerning Fulfillment of the Construction Regulations, 2014

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



agriculture, land reform  
& rural development  
Department  
Agriculture, Land Reform & Rural Development  
NORTH AND CENTRAL PROVINCES  
REPUBLIC OF SOUTH AFRICA

**T2.1.2 OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

C1.1 : The Offer portion of the Form of Offer and Acceptance

C1.2 : Contract Data

C1.3 : Occupational Health and Safety Agreement

C.2.1: Pricing Instructions

C2.2 : Bills of Quantities

**SCHEDULE 1 : DECLARATION OF INTEREST**

**NCP4**

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 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.

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



**1"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.

**2"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:**

Name of person / director / trustee / shareholder/ member:.....  
Name of state institution at which you or the person connected to the bidder is employed.....  
Position occupied in the state institution.....

Any other 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 attach 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**

**DESCRIPTION:**[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:**[ NC/DALQ/1936



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 of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



**3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Pearsal Number

**4 DECLARATION**

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder



**SCHEDULE 2: PREFERENCE POINTS CLAIM**

**NCP 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**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

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



**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 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**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:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



agriculture, land reform  
& rural development  
 Department  
 of Agriculture, Land Reform & Rural Development  
 REPUBLIC OF SOUTH AFRICA

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<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 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

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

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



agriculture, land reform  
 & rural development  
 Department of Agriculture, Land Reform & Rural Development  
 REPUBLIC OF SOUTH AFRICA

8.9 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:

- (a) The information furnished is true and correct;
- (b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (c) 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;
- (d) 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 –
  - disqualify the person from the bidding process;
  - recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - 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;
  - 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
  - forward the matter for criminal prosecution.

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## SCHEDULE 3: LOCAL CONTENT

NCP 6.2

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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where:

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

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

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



**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods	Stipulated minimum threshold
<b>Steel</b>	<b>100%</b>

3. Does any portion of the goods or services offered have any imported content?  
 (Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency 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.

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.

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



**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**

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.

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:

The facts contained herein are within my own personal knowledge.

I have satisfied myself that:

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

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	



**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



agriculture, land reform  
& rural development  
Department of Agriculture, Land Reform & Rural Development  
REPUBLIC OF SOUTH AFRICA

**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.**

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.  
I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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



**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR: NC/DALQ/1936**



SATS 1286.2011

**Annex D**

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

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: Pula \_\_\_\_\_

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

EU R 9.00      GBP R 12.00

**A. Exempted Imported content**

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				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.2)

**B. Imported directly by the Tenderer**

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				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**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				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**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			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					R 0

Signature of tenderer from Annex B \_\_\_\_\_

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

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

This total must correspond with Annex C (C.2)

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



SATS 1286.2011

### 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)
<b>(E9) Total local products (Goods, Services and Works)</b>			R 0

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

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

\_\_\_\_\_

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

**SCHEDULE 4 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**NCP 8**

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-
  - abused the institution's supply chain management system;
  - committed fraud or any other improper conduct in relation to such system; or
  - 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.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <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:		

**DESCRIPTION:**[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:**[ NC/DALQ/1936



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Department  
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100 Pretorius Street, Cape Town  
REPUBLIC OF SOUTH AFRICA

### 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**

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



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## SCHEDULE 5 : INDEPENDENT BID DETERMINATION

### NCP 9

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. disregard 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.



**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



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Department  
of  
agriculture, land reform & rural development  
16 Forster Street, Cape Town  
REPUBLIC OF SOUTH AFRICA

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok [ NC/DALQ/1936

in response to the invitation for the bid made by:

### Department of Agriculture Land Reform and Rural Development

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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**DESCRIPTION:**[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:**[ NC/DALQ/1936



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

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



**SCHEDULE 6 : COMPULSORY ENTERPRISE QUESTIONNAIRE**

**The following particulars must be furnished.** (In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.)

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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**If any of the above boxes are marked, disclose the following:** (insert separate page if

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

\* Insert separate page if necessary

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
2. confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
3. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
4. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**CERTIFICATION: COMPULSORY ENTERPRISE QUESTIONNAIRE**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name** \_\_\_\_\_ **Position** \_\_\_\_\_

**Enterprise name** \_\_\_\_\_

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



**SCHEDULE 7: CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATIO N	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**(I) CERTIFICATE FOR COMPANY**

I, \_\_\_\_\_, Managing Director of the Board of Directors of \_\_\_\_\_, hereby confirm that by resolution of the Board (copy attached) taken on \_\_\_\_\_, Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, was authorised to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

**Managing Director:** \_\_\_\_\_

**As Witnesses:** 1 \_\_\_\_\_  
 2 \_\_\_\_\_ **Date** \_\_\_\_\_

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as \_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, to sign all documents in connection with this tender \_\_\_\_\_ and any contract resulting from it, on our behalf.

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



NAME	ADDRESS	SIGNATURE	DATE

**Note:** This certificate is to be completed and signed by all of the key members upon who rests the direction of the affairs of the Close Corporation as a whole.

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, \_\_\_\_\_  
 \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_  
 acting in the capacity of \_\_\_\_\_, to sign all documents  
 in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note:** This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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**(IV) CERTIFICATE FOR JOINT VENTURE**

**a) RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_  
*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ (place) \_\_\_\_\_ (date)

**RESOLVED that:**

The Enterprise submits a Bid/Tender, in Consortium/Joint Venture with the following enterprises:

\_\_\_\_\_

\_\_\_\_\_  
*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture) to the DEPT. OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT in respect of the following project:*

**[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok**

\_\_\_\_\_  
*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_ [ **NC/DALQ/1936** *(Bid / Tender Number as per Bid /Tender Document)*

\*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	<b>NAME</b>	<b>CAPACITY</b>	<b>SIGNATORY</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			



**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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**Note:**  
 1. \* Delete which is not applicable  
 2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise  
 3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**

**b) SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
 \_\_\_\_\_
2. \_\_\_\_\_  
 \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

Held at \_\_\_\_\_ (place) \_\_\_\_\_ (date)

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



**RESOLVED that:**

A. The above-mentioned Enterprises submits a Bid in Consortium/Joint Venture to the DEPT. OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT in respect of the following Project Description: [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok

---

B. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (*Position in the Enterprise*)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

---

D. The Enterprises to the Consortium/Joint Venture accepts joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



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 REPUBLIC OF SOUTH AFRICA

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	<b>NAME</b>	<b>CAPACITY</b>	<b>SIGNATORY</b>
1			
2			
3			
4			
5			
6			
7			

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



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REPUBLIC OF SOUTH AFRICA

**Note:**

*\* Delete which is not applicable.*

- *NB. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.*
- *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.*
- *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

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

**Signature of Sole owner:** \_\_\_\_\_

**As Witnesses:**

1 \_\_\_\_\_

2. \_\_\_\_\_

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

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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 of Agriculture, Land Reform & Rural Development  
 REPUBLIC OF SOUTH AFRICA

**SCHEDULE 8: PROOF OF EXPERIENCE RELEVANT TO PROPOSED WORK**

The following is a statement of similar work successfully executed by myself/ourselves: **N/A.**

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF CONTRACT	VALUE OF WORK INCLUSIVE OF VAT (RAND)	DATE COMPLETED

**Signed** .....

**Date** .....

**Name** .....

**Position** .....

**TENDERER**.....

**IF THE ABOVE SPACE IS INSURFICIENT, PLEASE ATTACH DETAILED SIGNED COPY OF PROOF OF EXPERIENCE.**

**DESCRIPTION:**[ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:**[ NC/DALQ/1936



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REPUBLIC OF SOUTH AFRICA

**SCHEDULE 9: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of.....(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .

..... (location) on ..... (date), starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name ..... Signature .....

Capacity ..... Date & Time .....

**NB: To be submitted in original ink, no copies will be accepted.**

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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 of Agriculture, Land Reform & Rural Development  
 REPUBLIC OF SOUTH AFRICA

**SCHEDULE 10: RECORD OF ADDENDA**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_



**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



**SCHEDULE 11: INFORMATION REQUIRED**

**A. TAX CLEARANCE CERTIFICATE**

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

**B. CERTIFICATE OF CONTRACTOR'S REGISTRATION**

A Certificate of the Contractor's Registration issued by the CIDB shall be attached to this schedule.

**C. CERTIFIED COPY OF THE CERTIFICATE OF INCORPORATION**

.....

**D. Certificates T1.2 (4.13.4)**

- An **original** and a **valid** Tax Clearance Certificate or PIN issued by the South African Revenue Services.
- Proof of CIDB registration
- An **original** or a **certified copy** of a **valid** BBBEE certificate
- Joint venture agreement
- Company registration form
- A certified letter of goods standing from compensation commissioner
- CSD registration or Unique Supplier number only
- Work Plan .

Signed ..... Date .....

Name ..... Position .....

Tenderer.....

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



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 Department of Agriculture, Land Reform & Rural Development  
 REPUBLIC OF SOUTH AFRICA

**SCHEDULE 12: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(4) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

<b>YES</b>	
<b>NO</b>	

- (ii) Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

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

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

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

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



Agriculture, land reform & rural development  
 Department of Agriculture, Land Reform & Rural Development  
 REPUBLIC OF SOUTH AFRICA

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

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

(v) List potential key risks identified and measures for addressing risks:

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

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

(Tick)

YES	
NO	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... ID NO: .....

(Name in Print): .....

2. .... ID NO: .....

(Name in Print): .....

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



**C1.2: CONTRACT DATA**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2<sup>nd</sup> Edition 2010) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

Clause	Description
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
1.1.1.15	The name of the Employer is DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT
1.2.1.2	The Employer's address for receipt of communications and notices is : <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">                     Telephone: 087630000                      Address (Postal): P/Bag 5018 House,                      Kimberley                      8300                 </div> <div style="width: 45%;">                     Facsimile: 087630000                      Address (Physical): Temothuo                      162 George Street                      Kimberley                      8300                 </div> </div>
1.3.2	The governing law is the law of the Republic of South Africa.
1.6	The special non-working days are all statutory public holidays and the year end break is 17 December 2020 to 5 January 202.  The year-end break shall be in accordance with the dates recommended by SAFCEC.

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



Clause	Description
3.1.3	<p>The Engineer shall obtain the specific approval before executing any of the following functions or duties:</p> <ul style="list-style-type: none"> <li>a. The issuing of a variation order in terms of Clause 6.3.2.</li> <li>b. Nomination of Engineer's Representative in terms of Clause 3.2.1.</li> <li>c. Engineer's authority to delegate in terms of Clause 3.2.4.</li> <li>d. Non-working times in terms of Clause 5.8.1.</li> <li>e. Suspension of the Works in terms of Clause 5.11.1.</li> <li>f. Acceleration instead of extension of time in terms of Clause 5.12.4.</li> </ul>
4.3.2	<p>If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.</p>
4.4 4.4.1 4.4.2 4.4.3 4.4.4 4.4.5	<p>Subcontracting</p> <p><b>The Contractor shall not subcontract the whole contract. Subcontract must not exceed 25% of the contract. Engineering approval must be obtained for sub-contracting.</b></p> <p>The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were responsible for the acts, defaults or negligence of the Contractor.</p> <p>The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.2.</p> <p>Any appointment of a subcontractor in accordance with Clause 4.4.3 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.</p> <p>In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.3 shall be assigned to the Engineer upon such an instruction by the Employer.</p>
5.2.1	<p>The Commencement date shall be the date of official site hand over by the departmental official once the order form and service level agreement has been signed.</p>

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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 Agriculture and Reform & Development  
 10000001 Cape Province  
 REPUBLIC OF SOUTH AFRICA

5.3.1	<p>The documentation required before commencement with the execution of works is:</p> <p>Work programme and projected cash flow.          Insurance for works and materials          Occupational Health and Safety Plan          Contract between farmer and contractor for housing, water and electricity to be utilized on-site</p> <p>The commencement date of the project would only be if above stated information and documents has been handed in to the Department and has been approved by the Departments authorised Engineer.</p>
5.3.2	<p>The time to submit documentation from commencement date is within fourteen (14) days</p>
5.4.2	<p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site</p>
5.8.1	<p>The non-working days are Sundays          The special non-working days are:</p> <ul style="list-style-type: none"> <li>• All Gazetted public holidays falling outside the year end break</li> <li>• The year-end break commencing on <b>17 December 2020 to 5 January 2021</b></li> </ul>
5.13.1	<p>The penalty for failing to complete the Works is <b>0.1% of contract value per calendar day</b></p>
5.16.3	<p>The latent defects period is <b>10 years</b> for civil engineering works, 5 years for building works, 2 years for electrical and mechanical works.</p>
6.2.3	<p>The expiry date (completion of the defects liability period) shall be the date, of the issue by the Engineer, of the Final Approval Certificate on the completion of the Works.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges must not exceed <b>15%</b>.</p>

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



agriculture, land reform  
 & rural development  
 Department of Agriculture, Land Reform and Rural Development  
 REPUBLIC OF SOUTH AFRICA

6.8.2	<i>Add the following to Clause 6.8.2:</i>
	The Contract Price shall <b>not</b> be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.
6.8.4	<i>Add the following to Clause 6.8.4:</i>
	Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
6.10.3	<i>Add the following to Clause 6.10.3:</i>
	Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount limited at 0% of the said amounts due to the contractor. A guarantee in lieu of retention is not permitted.
6.10.4	<i>Add the following to clause 6.10.4:</i>
	Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>R 0.00 (Nil)</b> .



**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



6.10.3	<i>Add the following to Clause 6.10.3:</i>
8.6.1.3	Add the following to Clause 8.6.1.3: The limit of indemnity for liability insurance is <b>R 5 000 000</b> for any single claim – the number of claims to be unlimited during the construction and defects liability periods.
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:
	<p><b>a) Insurance</b> of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.</p> <p>b) Insurance in terms of the provisions of the Compensation of Occupational Injuries and Diseases Act No. 130 of 1993.</p> <p>c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.</p> <p>d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.</p>
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty worded precisely as given in Part C1.6 Insurance Broker’s Warranty.
9.2.1	<i>Add the following to Clauses after Clause 9.2.1.3.7:</i>
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefitted the contractor.
10.7.1	Disputes shall be resolved by negotiation, mediation, failing which by arbitration.

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



<b>ADDITIONAL CONDITIONS OF CONTRACT</b>	
11	<p><b>Non-compliance with Engineer's Instructions</b></p> <p>Should the Contractor fail within reasonable time to carry out the Engineer's instructions regarding any matter whatsoever on which he is authorized to order and direct the Contractor, then without vitiating the Contract and without prejudice to any other remedy the Employer may have under the Contract, the Employer may, after serving notice of its intention on the Contractor, itself take such action or employ others to take such action on its behalf as the Contractor has failed to take on the Engineer's instructions.</p> <p>For this purpose the Employer may use any suitable plant or materials brought on Site by the Contractor. The cost to the Employer of taking action on account of the Contractor's failure to carry out the Engineer's instructions shall be for the Contractor's account and may be recovered from the Contractor by the Employer, but such work shall be valued as if performed by the Contractor in terms of the Contract at Contract rates and included in the payments due to the Contractor.</p>
12	<p><b>Implementation of the Occupational Health and Safety Act No. 85 of 1993</b></p> <p>The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act no. 85 of 1993 and the relevant Regulations made thereunder, with specific reference to the Construction Regulations of 2014, hereinafter referred to as "the Act", that the Contractor as an Employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> <li>i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all the relevant provisions of the Act, and the regulations promulgated in terms of the Act, and</li> <li>ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and</li> <li>iii) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.</li> </ul>

13	<p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> <li><b>1. The lowest or any tender will not necessarily be accepted.</b></li> <li><b>2. Bills of Quantities</b></li> </ol> <p>Service Provider are requested to check the Bill of Quantities and if any page is missing or duplicated, or if any figure or text is illegible or if any uncertainty or doubt exists as to the meaning of any description, or if these Bills of Quantities contains any obvious error, Service Provider must notify the Department immediately to obtain the necessary rectification or explanation. No liability whatsoever with regards to the quoted amount will be recognized as a result of the aforementioned. No alteration, erasure, omission, or addition is allowed to be made to the text or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognized and the Bill of Quantities will be deemed to be as originally drawn up by the Department. <b>The Bills of Quantities is not meant for ordering any materials.</b> Any orders based on the Bill of Quantities is at the Service Provider own risk.</p> <ol style="list-style-type: none"> <li><b>3. Method of Measurement</b></li> </ol> <p>These Bills of Quantities and method of measurement where compiled in accordance with the method and guidance as set out in the SANS 1200 specification and/or any amendments thereof.</p> <ol style="list-style-type: none"> <li><b>4. Trades Names</b></li> </ol> <p>Service Provider attention is drawn to the fact that wherever names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other material as approved in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made and variation orders issued.</p> <ol style="list-style-type: none"> <li><b>5. Defects Liability Period</b></li> </ol> <p>The defects liability period is calculated from the date on which the <b>Certificate of Completion( As per clause 5.14.2)</b> issued and is as follows:</p> <table style="margin-left: 40px;"> <tr> <td>a) General building work</td> <td>12 months</td> </tr> <tr> <td>b) Electrical installation</td> <td>12 months unless stated otherwise</td> </tr> <tr> <td>c) Mechanical installation</td> <td>12 months</td> </tr> <tr> <td>d) Civil work</td> <td>12 months</td> </tr> </table> <ol style="list-style-type: none"> <li><b>6. SPECIAL NOTE TO TENDERERS</b></li> </ol> <p>Service Provider must take into account all the principles of the RDP, the Government's policies on job creation as well as the problems they may encounter with the community organizations in the particular area before submitting their quotation as no claims in this regard will be considered.</p> <ol style="list-style-type: none"> <li><b>7. Joint Venture</b></li> </ol> <p>In the case of a joint venture, all partners must include and complete a NCP4,NCP8, NCP9, both their SARS CERTIFICATES or SARS PIN, JOINT VENTURE BBB-EE CERTIFICATE and their Joint Venture Agreement.          In the case of a partnership, all partners must include their partnership agreement.</p>	a) General building work	12 months	b) Electrical installation	12 months unless stated otherwise	c) Mechanical installation	12 months	d) Civil work	12 months
a) General building work	12 months								
b) Electrical installation	12 months unless stated otherwise								
c) Mechanical installation	12 months								
d) Civil work	12 months								



8. It is the responsibility of every bidder to sign the attendance register at the site meeting.
9. **Service Providers must tender on all item numbers and will be disqualified if failing to bid on all items.**
10. All material must be SABS approved where applicable.
11. References of relevant previous work must be attach to tender.  
**ONLY SERVICE PROVIDERS WITH THE PROVEN RELEVANT ADEQUATE AND SPECIALIST EXPERIENCE WOULD BE CONSIDERED FOR THIS CONTRACT. THE SERVICE PROVIDER MUST PROOF BEYOND DOUBT HIS CAPABILITY TO SUCESSFULLY COMPLETE A PROJECT OF THIS NATURE WITHIN ITS CONTRACT PERIOD ALLOWED.**
12. **Recent (not older than 3 months) proof of company's address or confirmation from the municipality should be attached. Failure to submit proof of company's address may invalidate your bid.**
13. The use of correction fluid tape will invalidate your bid.
14. The department reserves the right to award the tender or accept the lowest tender for the bid.
15. Once original tax invoice has been submitted the employer's agent will verify it within seven days and payment will be made within 30 days thereafter.
16. Labour requirement: Monthly pay sheets, time sheets, certified ID copies and labour contracts. **Failure to submit this documents will lead to payments being withheld.**
17. Camp and construction site must be removed and cleaned up after construction is completed, this site will be inspected before final payment is approved by project leader.
18. Contractor must make provision for:
  - Own diesel and lubrication
  - Oil spills – cost to clean
  - Suitable accommodation and ablution facilitiesIn conjunction with land owner, ascertain himself of any pipes, or services that may be in or near the working area. The service provider will be liable for the repair of these services and pipes should any damage occur.
19. The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



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Department  
of Agriculture, Land Reform & Rural Development  
of the Northern Cape Province of the  
Republic of South Africa

**20. LOCAL CONTENT**

20.1 Bidder must fully complete declaration for Local Production and Content (NCP 6.2) together with Local Content Declaration: Summary Schedule (Annexure C), duly signed.

20.2 The Department reserves the right to request auditor's certificates confirming the authenticity of the declarations made in respect of the local content.

**Industry/Sector/Sub-Sector**

**Minimum threshold for local content**

<b>Steel</b>	<b>100%</b>
--------------	-------------

21. The Northern Cape Provincial Supply Chain Management Procurement Policy Framework, approved in December 2018, States that the Provincial Departments must at least spend 60% of their procurement budget on Designated Groups within the province. The Department Reserves the right to award contracts based on the above mentioned framework policy.

22. Contract between farmer and contractor for usage of water and electricity and housing must be provided to project leader before any claim of this item may be processed

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



agriculture, land reform  
 & rural development  
 Department  
 of  
 Agriculture, Land Reform & Rural Development  
 REPUBLIC OF SOUTH AFRICA

**C1.2 : CONTRACT DATA**

**PART 2 : DATA PROVIDED BY THE CONTRACTOR**

Clause	Description
1.1.1.9	The name of the Contractor is ..... ..... <i>[Enter the Legal name of the Contractor].</i>
1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: ..... E-mail : ..... Address (Postal) : ..... Address (Physical) : ..... ..... .....
1.1.1.14	The time for completing the Works is ..... days/weeks/months
6.5.1.2.3	The percentage allowance to cover all overhead charges for work executed on a day work basis is: Labour ..... % Materials ..... %



DESCRIPTION: Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
QUOTATION NR: NC/DALQ/1936



**C1.3 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**AGREEMENT MADE AND ENTERED INTO BETWEEN DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT (HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, ....., representing  
....., as an employer  
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed and sworn to before me at ..... on this ..... day of ..... 20.....

.....  
**Witness**

.....  
**Mandatory**

Signed and sworn to before me at ..... on this .... day of ..... 20.....

.....  
**Witness for and on behalf of Department of Agriculture Land Reform and Rural Development**



**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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## **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm  
Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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## **PART C2 : PRICING DATA FOR WORKS**

**C2.1 Pricing Instructions**

**C2.2 Bill of Quantities**



## C2.1 : PRICING INSTRUCTIONS

- C2.1.1 Measurement and payment shall be in accordance with Clause 8 of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
- C2.1.2 Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.3 The clauses in a specification in which further information regarding the Bill item can be obtained appear under "Reference clause" in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.4 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.5 The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- C2.1.6 The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org](http://www.stanza.org) or [www.iso.org](http://www.iso.org) for information on standards).
- C2.1.8 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- C2.1.9 A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.10 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

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**QUOTATION NR:** [ NC/DALQ/1936



C2.1.11 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows :

ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kiloWatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kiloPascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	R/only	=	Rate only
m <sup>3</sup>	=	cubic metre	sum	=	lump sum
m <sup>3</sup> .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	MegaPascal	W/day	=	Work day

C2.1.12 The Tenderer must price each item in the Bills of Quantities in **ORIGINAL BLACK INK**.

C2.1.13 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.

C2.1.14 While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



**C2.2: BILL OF QUANTITIES**

**Supply, Deliver and construct 11km of fence at the farm Narogas  
 Bill of Quantities: Bill 1 (Preliminary & General)**

**Contract no: NC/DALQ1936**

Item No	Description	Unit	Quantity	Unit rate excl. Vat	Total Price	Excl. Vat
1	<p>Preliminary and general Facilities for contractor</p> <p>Includes Site Office, Housing and Toilets Facilities to be established on Site</p> <p>Please note item 1, proof of establishment for the duration of the contract on above must be physically on site, otherwise the claim amount would be forfeited. If facilities are rented in the area proof of payment must be provided to project Leader to be able to claim these moneys.</p> <p>Proof of agreement between contractor and owner for the use of electricity and water if none is provided by contractor</p>	Sum	1			
2	Remove and clean Contractors Establishment to the satisfaction of the Project Leader	Sum	1			
3	Compliance to the OHS ACT (85/1993) and construction Regulations	monthly	compulsory			
4	Comprehensive total insurance to the total amount of the tendered amount on this contract up to the date of issue of the completion certificate. This amount must include all risk, third party and political violence insurance	monthly	2			
5	Security on site for the duration of the contract till the issue of final completion certificate by project leader	monthly	2			
	The tendered rates shall cover all labour, material and construction to complete the items specified above:					
<b>Total carried forward</b>						
Bill No1 Preliminary and General						

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR: NC/DALQ/1936**



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<b>Supply, Deliver and construct 11km of fence at the farm Narogas</b>					
<b>Bill of Quantities: Bill 2 (Fencing)</b>					
<b>Contract no: NC/DALQ: 1936</b>					
<b>No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price excl. Vat</b>	<b>Total Price excl. Vat</b>
6	<b>Fencing</b>				
	All Materials must be SABS approved and marked where applicable				
6.1	<b>Removal of Fence</b>				
6.1.1	remove all existing fence and transport to site as indicated	m	11000		
6.2	<b>Straining Post: Creosote</b>				
	125/150mm x 2.4m long	no	45		
6.3	<b>Straining Post: Creosote</b>				
	100/125mm x 1.8m long	no	10		
6.4	<b>Line Post</b>				
	Y standards 1.8m Long	no	600		
6.5	<b>creosote droppers</b>				
	30/50mm x 1.2m long	no	3800		
6.6	<b>High strain steel wire</b>				
	2.0mm x 2100m	no	85		
6.7	<b>Bind Wire</b>				
	lightly galvanized wire 2.0mm	kg	500		
6.8	<b>Anchor wire</b>				
	lightly galvanized wire 4.0mm	Kg	500		
6.9	<b>Gate</b>				
	W-Farm Gate 3650x1200-34mm O/D	no	4		
6.10	<b>Labour</b>				
	construct fence as per departmental specifications	m	11000		
6.11	<b>Transport</b>				
	Transport of material to site and all transportation of material to and from site	l/s			
<b>Total carried forward to summary</b>					
Bill no 2					
Fencing					

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**QUOTATION NR:** NC/DALQ/1936



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**SUMMARY**

Supply, Deliver and construct 11km of fence at the farm Narogas		
Bill of Quantities: Bill 3 (Summary)		
Contract no: NC/DALQ: 1936		
Bill no	Description	Amount excl. Vat
1	Preliminary and General	
2	Fencing	
	Sub Total	
	15% VAT	
	Total	
	Total carried forward to tender front page	

Paste Summary here

**Project Name:** [ Commercialization of Black producers  
**Funding:** [ CASP

**For Employer:**

Specification Committee	Name	Signature	Rank	Office	Date
Compiled:	A Cloete		CT:SRM	Calvinia	2020/11/02
Checked:	I. Mmereki		ET	Jan Kempdorp	04/11/2020
Checked:	J.P. Smit		H.U.F.	Upington	4/11/2020
Approved:	N. Toerien		BMT	Upington	04/11/20

Project Office	Name	Signature	Rank	Office	Date
Checked:	R.R. Motswane		ASD	Kobly	04/11/20

**For Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

For the Tenderer .....

(Name and address or organisation)

Date .....

**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



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## **PART C3: SCOPE OF WORK**

**C3.1 Description of the Works**

**C3.2 Engineering**

**C3.3 Procurement**

**C3.4 Construction**

**C3.5 Management**

**C3.6 Occupational Health and Safety Specification**

**C3.7 Environmental Management**

**C3.8 Annexures**



**DESCRIPTION:** Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** NC/DALQ/1936



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## C3.1 : DESCRIPTION OF THE WORKS

### C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to provide sustainable agricultural infrastructure for on-going development.

### C3.1.2 OVERVIEW OF THE WORKS

This contract entails the construction of 11km of fence at the farm Narogas 150km east of Springbok. Labour-intensive work shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

### C3.1.3 EXTENT OF THE WORKS

The construction of the 11km of fence will include:

1. Preliminary and General
2. Site Clearance,
3. Excavation
4. Installation of pipes and fittings

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

The Contractor must program his work in such a way that no construction is to be done during the December Contractor's break and Easter weekend as set out in the Contract Data.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

### C3.1.4 LOCATION OF WORKS

The site is situated at **Narogas 150km east of Springbok**

The co-ordinates are **29°37'07"S - 19°14'13"E**

Access to the site is via existing roads.

It is required of the contractor to familiarise themselves with the area.

Refer to Annex A for a Locality Plan

### **C3.1.5 ABNORMAL RAINFALL**

The source for rainfall statistics shall be taken as listed in WB 40 of the Weather Bureau, Department of Environment Affairs, for the determination of Rn and Nn as specified in GCC 5.12.2.2 (see Contract Data (Part 1)).

The Contractor shall keep daily rainfall records and submit them to the Engineer at every site meeting. No additional costs shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the appropriate items.

Add the following to GCC 5.12.2.2

a) Abnormal climatic conditions

No extension of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 5.12.2.2 of the General Conditions of Contract (2010) on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof.

See item 3.5.11 for calculation formula in order to calculate the time of completion, including

any extension.  $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$

- V = Extension of time for calendar days of the calendar month concerned.  
If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.
- Nw = Actual number of days during calendar month of construction on which a rainfall of Y mm or more is recorded.
- Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall.
- Rw = Actual rainfall for the calendar month concerned in mm.
- Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

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QUOTATION NR:[ NC/DALQ/1936



For the purpose of this contract the values, Nn, Rn, X and Y will be the following:

Rainfall Station :

Average Rainfall :

Average No of Days with Rainfall exceeding 10 mm :

Nn	Rn

X = 20 ..... Y = 10

The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable. This formula does not take any delays as a result of flood damage which may cause further or simultaneous delays into consideration and flood damage shall be treated separately for purposes of extension of time for completion. The factor (Nw – Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw – Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

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**QUOTATION NR:** NC/DALQ/1936



## C3.2 : ENGINEERING AND SPECIFICATIONS

### C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

**Works designed by, per design stage:**

Concept, feasibility and overall process	Employer (Engineer)
Basic engineering and detail layout to tender stage	Employer (Engineer)
Final design to approved for construction stage	Employer (Engineer)
Temporary works	Contractor (Engineer)
Preparation of "as built" drawings	<i>Contractor</i>

### C3.2.2 DRAWINGS

Additional construction drawings will, in terms of Clause 5.9.1 of the General Conditions of Contract (2010 2<sup>nd</sup> Edition), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

#### Drawing number & Title

**NC/DALQ/1854 - Drawing 1 Farm Layout**

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**QUOTATION NR:** NC/DALQ/1936

### C3.2.3 Contract Specifications

#### FENCE SPECIFICATIONS:

- Total height of fence 1200mm
2. Line posts  
Spacing between posts = 15m
  4. Creosote droppers 35/50mm Ø  
Height = 1200mm  
Spacing: 4 droppers between line posts = 3m
  5. Lightly galvanized high strain steel wire  
2.0mm thick
  6. Anchor posts  
2.1mx125/150mm Creosote timbers posts  
Spacing will depend on the terrain, but not further than 500m.  
-Install a post on every change in direction of the fence.  
See Fig 5.3 for spacing and dimensions

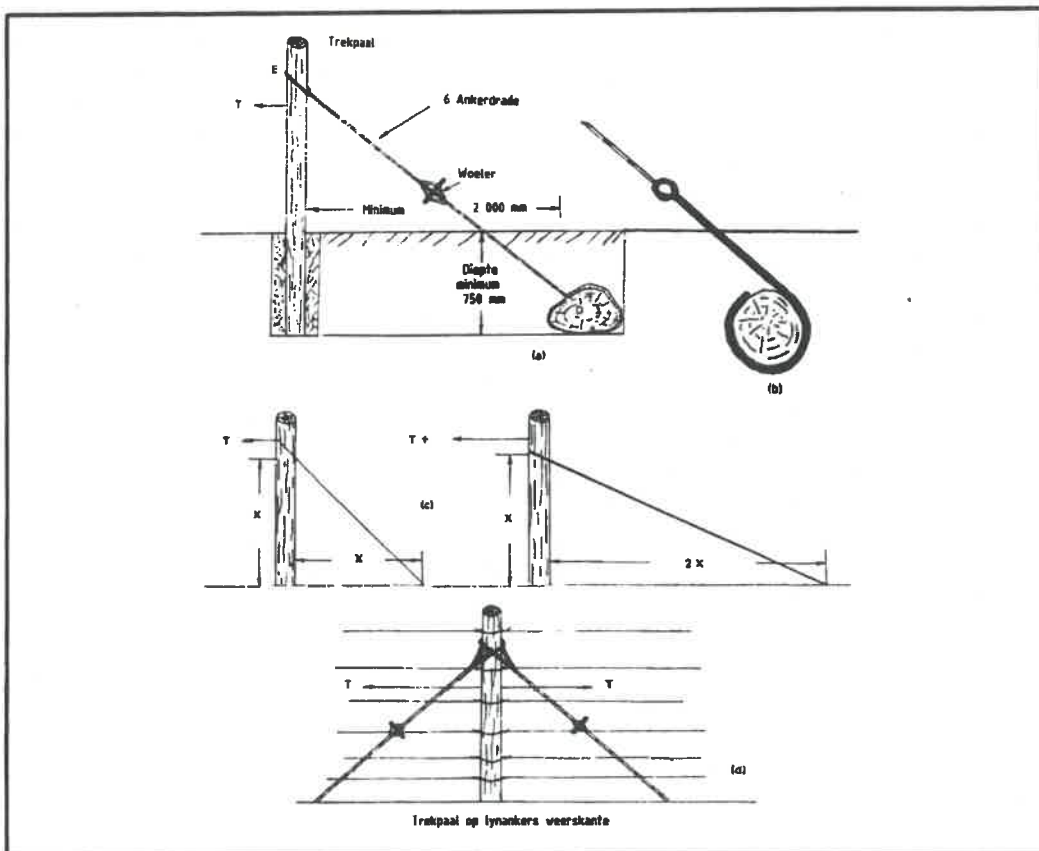


Fig. 5.3: Enkelpaaldraadankers

Service Provider Initial \_\_\_\_\_

Service Provider Initial \_\_\_\_\_

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**QUOTATION NR:** [ NC/DALQ/1936



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Minimum specification for anchor:

The weight for the anchor can be a stone or concrete block with a mass of 40 – 50kg and dimensions of 450 x 200 x 200mm

Box anchors must be used in corners.

2.1mx125/150mm Creosote timbers posts.

The support beam between the 125/150mm Creosote posts:

1800 x 75mm thick wooden beam

See fig 5.11 and 5.6

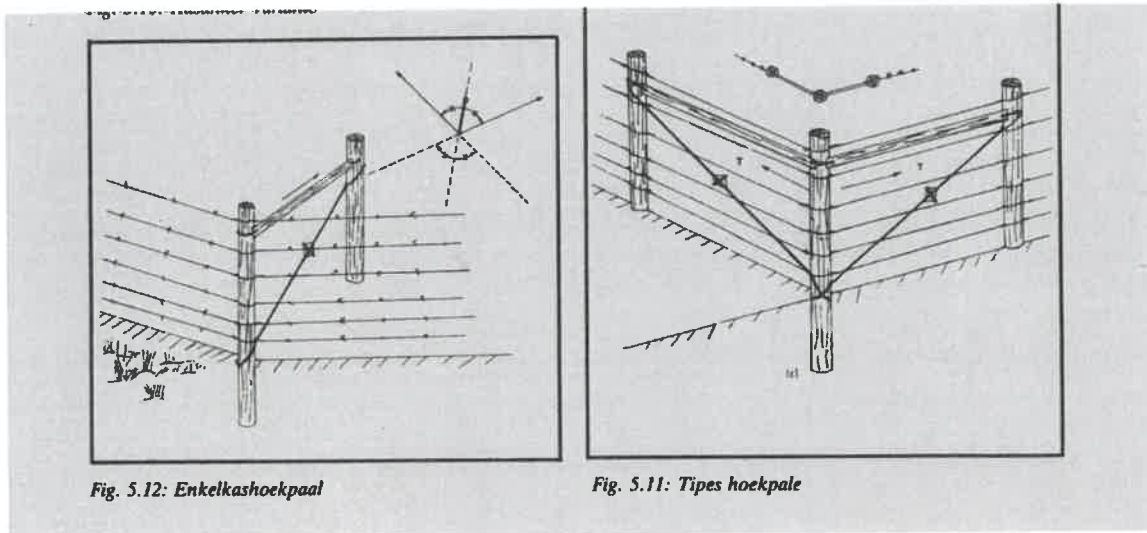


Fig. 5.12: Enkelkashoekpaal

Fig. 5.11: Tipes hoekpaal

8. Binding wire  
 Lightly galvanized  
 - Use 2 – 2.5mm binding wire  
 - 6 strands of 4mm wire for anchors

Service Provider Initial \_\_\_\_\_

9. All materials must bear SABS mark

10. The tension of the wire strands must be at least 1.5kN.  
 This will be tested during construction inspections.

11. The old fence must be removed and transported to a location that will be indicated during the site visit. All obstruction (Bushes, trees, rocks and ant hills must) be removed before construction of the new fence can start.

12. After completion of the first 1 km of fencing, construction inspection must be done before continuing on the rest of the fence.  
 If the fence is constructed correctly the first 1km, the service provider can continue with the construction of the fence.

There after construction inspection must be done every 5 km.  
 Payments will de done after completion of every 5 km's of fencing.

13. The position of the new border fence stays the same as the current fence.  
 The current fence must be removed.  
 The old materials stay the property of the farmer.

A secure storage place for the old materials will be indicated during the compulsory site meeting.

**DESCRIPTION:** [ Supply, Delivery and construction of 11km Border Fence at farm Narogas 150km from Springbok  
**QUOTATION NR:** [ NC/DALQ/1936



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14. Gates:  
 - 38mm galvanized pipe x 1.6mm thick  
 - 3.65m wide  
 Installation according to Fig 5.14 and 6.2

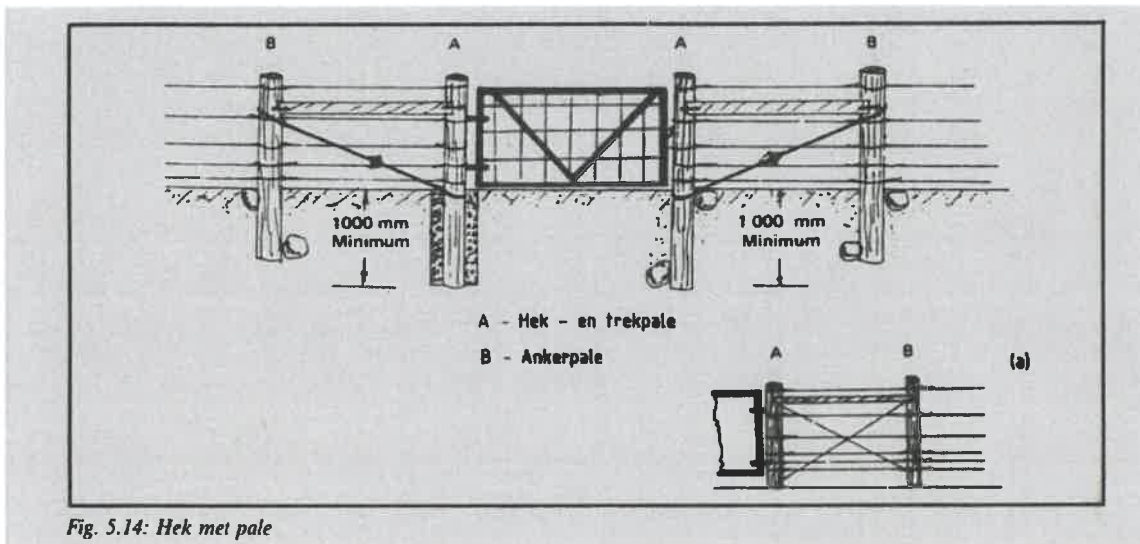


Fig. 5.14: Hek met pale

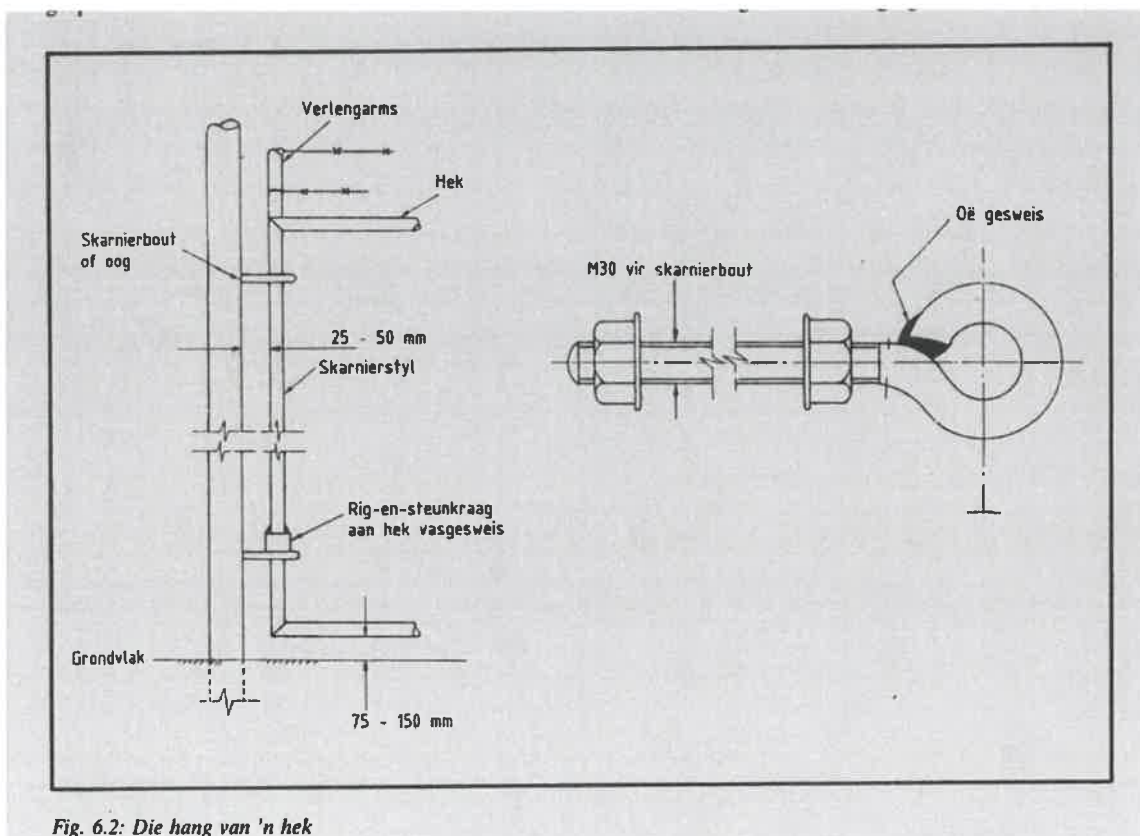


Fig. 6.2: Die hang van 'n hek

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**QUOTATION NR:** NC/DALQ/1936



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**15. Quote for additional work not to be included in bid price**

- 1. Erecting of box anchor R \_\_\_\_\_
- 2. Erecting of double box anchor R \_\_\_\_\_
- 3. Erecting of "oorklim" R \_\_\_\_\_

(Put specification here Type/Paste here

**DECLARATION:**

I, \_\_\_\_\_ in the capacity of

hereby accept the conditions and specifications as stated above.

**Signature** .....





## C3.3 : PROCUREMENT

### C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

#### C3.3.1.1 Requirements

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

### C3.3.2 EMPLOYMENT TARGETS

#### Minimum local community employment

The following minimum labour-based targets must be adhered to.

#### Employment of local community labour

The maximum possible number of workers is to be employed from the labour lists of the currently unemployed persons in the local community.

The Contractor shall employ 80% of unskilled labourers required for the execution of the Contract locally from the local residents. The minimum wage for unskilled labourers shall be in accordance with the Basic Conditions of Employment Act, No. 75 of 1997, as published in the Government Gazette from time to time for the Civil Engineering Sector, and for the specific Magisterial District.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in the community and who have been identified by the Project Steering Committee and whose names appear on the labour list.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

**Must comply with the below minimum threshold where applicable.**

**Service provider to make use of local subcontractors as well as skilled and unskilled local labor if possible. 80% of the workforce employed by the contractor for non-specialized work must be from the local community. The successful bidder must submit signed time sheets monthly as proof for EPWP records. Where applicable**

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**QUOTATION NR:** [ NC/DALQ/1936



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**Employment of women**

Minimum 10% of the workforce must be women.

**Employment of youth**

Minimum 30% of the workforce must be youth (18 – 35 years of age).

**Employment of disabled people**

If available

**Remuneration of local labourers**

The minimum wages shall be the prescribed SAFCEC rate as set by the applicable law of the specific jurisdiction area.

**C3.3.3 WORKER CONTRACTS**

The Contractor will be required to enter into employment contracts with all labourers employed. All Workers Contracts for labourers employed during the month must accompany the Contractor's monthly report. The labourers must have a fixed job description that they must understand and they must acknowledge their production requirements and responsibilities.

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**QUOTATION NR:** [ NC/DALQ/1936



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## C3.4 : CONSTRUCTION

### C3.4.1 WORKS SPECIFICATION

#### C3.4.1.1 Applicable SANS Standards

**For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -**

SANS 1200 A	:	General
SANS 1200 AB	:	Engineer's Office
SANS 1200 C	:	Site Clearance (Amendment 1, 1982)
SANS 1200 D	:	Earthworks (Amendment 1, 1990)
SANS 1200 DB	:	Earthworks (Pipe Trenches)
SANS 1200 DM	:	Earthworks (Roads, Subgrade)
SANS 1200 G	:	Concrete (Structural)
SANS 1200 GA	:	Concrete (Small Works)
SANS 1200 L	:	Medium-Pressure Pipelines
SANS 1200 LB	:	Bedding (Pipes)
SANS 1200 LD	:	Sewers
SANS 1200 M	:	Roads (General)
SANS 1200 ME	:	Subbase
SANS 1200 MF	:	Base
SANS 1200 H	:	Structural Steel Works
SANS 1200 GB	:	Ordinary Building Works

**The term "project specifications" appearing in any of the SANS 1200 standardised specifications must be replaced with the term "scope of work".**

#### C3.4.1.2 Applicable National and International Standards

NOT APPLICABLE

#### C3.4.1.3 Particular / Generic Specifications

In addition the following Particular Specifications that are bound into this document shall apply:

Specifications PB : Building Works

### SCOPE

This project specification covers variations and additions to standardised or particular specifications that are applicable to the contract.

The numbering method of this project specification deviates as follows from the method suggested in the Code of Practice SANS 1200.

Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification.

## C3.5 : MANAGEMENT

### C3.5.1 Construction Program and Methods

The Contractor shall programme the works.

The Contractor must sequence the works as follow:

...

Only one completion certificate will be issued for the project.

The Contractor shall indicate in his construction programme the number of construction teams he envisage will be required including the date when each team will start, change/activity where each team will commence from and the estimated period for which each team will be engaged.

Construction methods must be of such nature that no property or life on site or adjacent to the works is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

All open excavations on site must be clearly demarcated and safeguarded before it is left overnight, during weekends and on public holidays. All excavations shall be backfilled and finished to the complete satisfaction of the Engineer.

The Contractor shall program separately for the detection, exposing and modification of existing services at the start of the contract at least fourteen (14) days prior to the proposed crossings. The position and levels thereof must be recorded and forwarded to the Engineer so that any adjustments to the design can be made if necessary. No extension of time arising out of any delay in completing this work will be considered.

The Contractor shall submit within two (2) weeks after site-handover to the Engineer an updated construction program indicating all construction activities, phasing, handing over of sections, resources, timelines, monthly expenditure and critical path with specific reference to criteria in C3.5.1 for the duration of the construction period indicated for approval. The Contractor will not be allowed to commence with any work before this program has been agreed upon and approved by the Engineer.

The Contractor himself is responsible for liaison and the necessary arrangements with property owners, relevant local and road authorities, Eskom, Telkom and Neotel etc. in respect of service crossings and the finalisation and approval of the works program.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

The Contractor shall record progress against the program. The Contractor shall draw the Engineer's attention immediately to any activities that fall behind program and shall inform the Engineer how he proposes to get back on program. Progress meetings shall be held monthly on site.

The Contractor himself is responsible for liaison with property owners with regards to the programming of construction activities through private properties and the crossing of access ways to properties at least fourteen (14) days before such construction activities commence. No additional payment will be made in this regard.

The Contractor shall be responsible to inform all property and business owners by written confirmation of any road closures and the arrangements must be completed at least seven (7) days in advance. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

However both vehicle and pedestrian access to businesses, commercial properties and municipal and state institutions i.e. SAPS buildings, provincial clinics, traffic departments and schools must be provided at all times and arrangements for temporarily alternative parking must be discussed and arranged with the relevant businesses or institutions.

Sufficient photos of existing structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the preliminary and general items.

A Mechanical and electrical contractor will be on site during the contract period. The Contractor must note that no additional payment is applicable for re-programming of the works and/or any delays that may be caused by bad co-ordination, unless otherwise agreed by the Engineer. All costs associated with liaison with the Mechanical and electrical contractor and the accommodation of the main contractor's activities on the site must be allowed for in the schedule of quantities.

Existing services shall remain in operation throughout the duration of the contract.

### **C3.5.2 Engineering method statements**

The Contractor shall issue the Engineer with engineering method statements at least fourteen (14) days prior to the commencement of construction activities for the following:

- Method statement for: as per request from Project Leader/Engineer

The compilation of the above method statements shall be deemed to be covered in the preliminary and general items and no additional costs in this regard shall be entertained.

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**QUOTATION NR:** NC/DALQ/1936



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### **C3.5.3 Quality plans and control**

The Contractor shall have a well-documented Quality Assurance system depicting his approach to guarantee quality control and the procedures for preventative and corrective actions in order to ensure compliance with the specified standards and requirements of this contract.

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Engineer's check test, he may dispense with his own tests. However, should the Contractor wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

### **C3.5.4 Products and materials used**

All products and materials used that forms part of the permanent works of this contract shall comply with the applicable SANS standards.

### **C3.5.5 Recording of weather**

The Contractor shall erect a rain gauge on site or agree with the Engineer to use statistics from an approved weather station in the area.

The Contractor shall record any rainy and windy periods which may adversely affect the contractual time of completion in terms of Clause 5.12 of the General Conditions of Contract (2010).

### **C3.5.6 Format of communications**

All communications regarding the contract shall be channeled through the Engineer and/or his duly authorized representative.

The Contractor shall supply a site instruction book (triplicate) which must be available on site at all times. The site instruction book forms part of the official contract documentation.

A "Progress Report", "Labour on Site" and "Plant on Site" must be submitted at each site meeting.

### **C3.5.7 Management meetings**

Management (site) meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Technical meetings shall be held once a month for the duration of the project on times and dates to be agreed.



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**QUOTATION NR:** NC/DALQ/1936



Health and Safety management meetings will be arranged by the appointed Health and Safety Officer (HSO) for the duration of the contract.

Environment management meetings will be arranged by the appointed Environmental Control Officer (ECO) for the duration of the contract.

### **C3.5.8 Payment certificates**

The date of measurement of the monthly payment certificate will be agreed at the first site meeting. All quantities must be agreed with the Resident Engineer/Clerk of Works before a payment certificate is submitted.

### **C3.5.9 SITE ESTABLISHMENT**

#### **C3.5.9.1 Services and facilities provided by the Employer**

##### **1. Source of Water Supply**

The Contractor may make application to the Local Authorities/Farm Owner for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

##### **2. Source of Power Supply**

The Contractor is to make his own arrangements with the Electrical Service Provider/Farm Owner for electricity supply, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

##### **3. Location of Site Camp, Materials Storage and Temporary Stockpiling Area**

The position of the site camp, designated area for materials storage and temporary stockpiling shall be submitted to the Engineer for approval.

The Contractor shall confine his camp and storage of materials to the designated areas. On completion of the construction works the surface of the areas utilised shall be re-instated to the original state.

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**QUOTATION NR:** NC/DALQ/1936



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### **C3.5.9.2 Facilities provided by the Contractor**

#### a) Sanitary Facilities

.The Contractor shall supply chemical toilets for use by his works. The number of toilets shall be based on one toilet per fifteen (15) personnel on site.

Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

#### b) Housing for Contractor's employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. 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.

#### c) Advertising rights

The Contractor will be permitted to erect a maximum of two (2) of his own name boards in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

### **C3.5.10 PERMITS AND WAY LEAVES**

The Contractor shall obtain the necessary permits and way leaves from the relevant authorities before any construction work may commence. The Employer/Engineer will provide the necessary drawings for the application of the permits and wayleaves.

The Contractor must allow in his preliminary and general rates for the costs to obtain the permits and wayleaves, as well as in his construction programme.





### **C3.6 : OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

The contractor and any subcontractor, his/her management and/or any of his/her personnel must comply to all the regulations as shown in the Occupational Health and Safety Act, 1993 and Construction regulations, 2014 before any access to the site may be granted by the employer or the employers agent. These regulations must be submitted in writing to the Department of Agriculture, Land Reform and Rural Development.

In compliance with the construction Regulations the contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the employer or the employer's agent which will be kept and maintained on site by the contractor for the full duration of the works.

- The health and safety plan shall include, but not be limited to, the following:
  - The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons,
  - Safety method statements and procedures to be adopted to ensure compliance with the Occupational Health and SAFETY Act, 1993 (Act No 85 of 1993)
- Aspects to be dealt with shall include, but not be limited to:
- Public vehicular and pedestrian traffic accommodation measures
  - Control of the movement of construction vehicles
  - The storage and use of materials
  - The use of tools, vehicles and plant
  - Temporary support structures
  - Dealing with working at heights
  - Excavations
  - Confined space
  - Environmental conditions and safety requirements in working hazardous materials including asbestos cement products
  - Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services
  - Compliance with way-leaves, permissions and permits
  - Safety equipment, devices and protective clothing to be employed
  - Emergency procedures
  - Provision of welfare facilities
  - Induction and training
  - Provision and maintenance of the health and safety file and other documentations
  - Arrangements for monitoring and control to ensure compliance with the safety plan during execution of the works



## C3.7 : ENVIRONMENTAL MANAGEMENT

### **C3.7.1 Environmental Management Plan**

#### **C3.7.1.1 Demarcation of the site**

For the purpose of the EMP, the site shall be divided into two areas identified by the Engineer and the Contractor:

- The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.
- The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

#### **C3.7.1.2 Construction camp**

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date. The construction camp shall be planned in such a way so as to affect as small an area as practically possible. The Engineer shall approve the location and layout of the construction camp prior to establishment.

#### **C3.7.1.3 Fencing of the site**

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after the commencement date. The boundaries between the construction camp area and the working area within the site shall also be fenced. The Contractor shall ensure that the erection of the fencing causes minimal disturbance to flora, fauna, natural, historical and cultural features. A method statement shall be submitted to the Engineer prior to erection to ensure proper positioning of the fence.

All material left over from fencing operations shall be collected after the fence has been erected and removed from site. Fences shall not be moved or removed without the written consent of the Engineer. The Contractor throughout the construction period shall maintain fences.

#### **C3.7.1.4 Workshops**

Any workshops shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable (concrete) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. This waste material shall be regularly removed off site and disposed of at an approved waste site.



### **C3.7.1.5 Eating areas**

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Engineer. No changes to the eating area shall be made without the approval of the Engineer. The Contractor shall provide shade and adequate scavenger-proof and weatherproof refuse bins in this area. Any cooking on site shall only be undertaken in the eating area and be done on well-maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

### **C3.7.1.6 Watchmen**

The Contractor shall ensure that a watchman is present on site during all non-working hours, including public holidays unless otherwise agreed with the Engineer to ensure the safety of sensitive areas.

### **C3.7.1.7 Ablution facilities**

The exact location of the toilets shall be as approved by the Engineer. The Contractor shall provide toilets and shall be responsible for their maintenance and servicing on a daily basis. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied. Burial of waste from toilets on site is strictly prohibited. The toilets shall be maintained in a clean state. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from site.

### **C3.7.1.8 Solid waste collection areas**

"Solid waste" refers to all solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Engineer for approval prior to commencement. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bunded and lined with plastic or concrete. The waste from this central collection area shall be disposed of off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Engineer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

### **C3.7.1.9 Wastewater**

Water shall be used sparingly on site and where possible wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to commencement date. This management plan shall detail the expected extent of contamination of each wastewater stream and how the Contractor plans to deal with each wastewater stream.

**C3.7.1.10 Fuel storage areas**

Fuels required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The bunded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed.

The Contractor shall keep fuel under lock and key at all times.

**C3.7.1.11 Concrete batching area**

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall submit a method statement for mixing of concrete for approval by the Engineer indicating where the mixing will take place and the methods to ensure that waste water and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

**C3.7.1.13 Equipment maintenance and storage**

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the site. Where possible, all maintenance of equipment and vehicles shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain agreement from the Engineer prior to commencing activities.

The Contractor shall demarcate an area in which equipment and vehicles may be stored. The location of this area shall be as approved by the Engineer. The Contractor shall take measures to ensure that there is no pollution of this storage area by leaks or drips.

**C3.7.2 Materials handling, use and storage**

The Contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, "no go" areas, speed limits, dust control, etc) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

### **C3.7.2.1 Hazardous Substances**

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials.

The Contractor shall provide the Engineer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location and design of the store within this area shall be approved by the Engineer prior to establishment.

### **C3.7.2.2 Fuel (Petrol and Diesel) and Oil**

Where possible, the Contractor shall ensure the refuelling of vehicles takes place only at the fuel storage area in the construction camp. Where this is not possible, the Contractor shall notify the Engineer to get his approval of the refuelling method to be used. The surface under the refuelling area shall be protected against pollution to the satisfaction of the Engineer prior to any refuelling activities. All equipment that leaks shall be repaired immediately or removed from the site. Refuelling shall be carried out by means of pumps, rather than funnels.

### **C3.7.3 Emergency procedures**

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer prior to establishment of the site.

#### **C3.7.3.1 Fire**

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed in the event of a fire.

#### **C3.7.3.2 Accidental leaks and spillages**

The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed for dealing with spills and leaks, which will include notifying the Engineer and relevant authorities. The Contractor shall also ensure that the necessary materials and equipment for dealing with spills and leaks are present on site at all times. The clean up of spills and any damage caused by the spill or leak shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillage's of any liquid material to the Engineer for approval.

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#### C3.7.3.4 **Care of surrounding areas**

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs whilst temporary bypass facilities are in use. Should any spillage or leakage occur the Contractor shall immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any sewage to the Engineer for approval.

The Contractor shall ensure that no pollution of the surrounding areas occurs due to wind-blown or other litter emanating from the site or from his activities during construction. No fires are permitted, neither is the cutting down of or any damage to trees and other vegetation (especially Camel Thorn Trees) outside of the demarcated site.



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**QUOTATION NR:** NC/DALQ/1936



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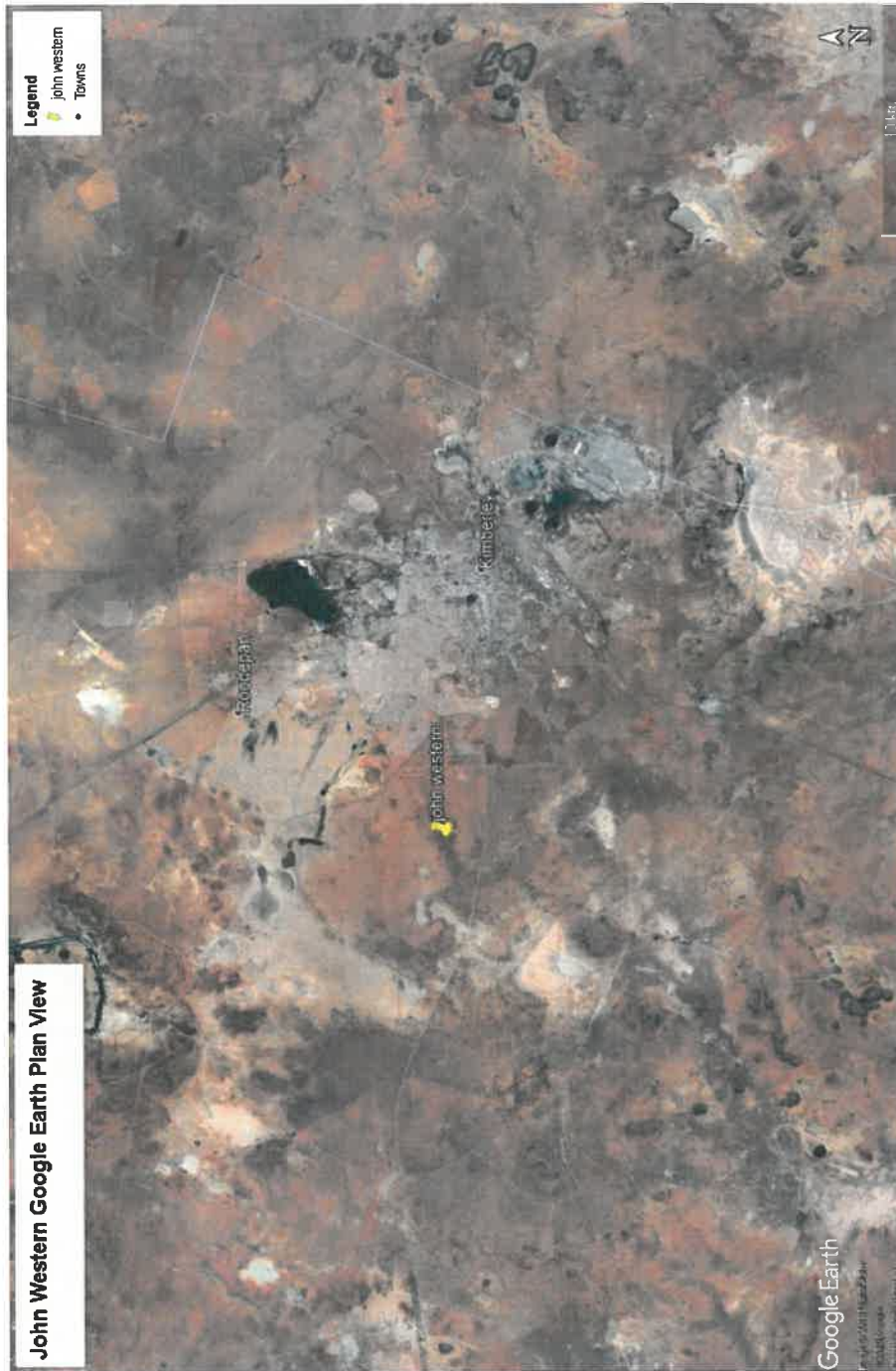
### C3.8: ANNEXURES

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**QUOTATION NR:** NC/DALQ/1936



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### ANNEX A: LOCALITY PLAN





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**QUOTATION NR:** NC/DALQ/1936



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## ANNEXURE B: DRAWINGS

### NC/DALQ/1936 - Drawing 1 Farm Layout

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**QUOTATION NR:** NC/DALQ/1936



## **SCOPE**

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the tenderers.

## **SUBSOIL INVESTIGATIONS**

No formal geotechnical investigation has been done on this project. Prospective tenderers shall acquaint themselves with the nature of the materials found on site. Certain portions of the total excavation may have to be done by mechanical breakers and / or blasting.

No claims whatsoever that may arise because of unforeseen ground and subsoil conditions will be considered. It is the responsibility for the Contractor to ascertain for himself the nature of the ground and subsoil as well as the conditions on site.

It is the Contractor's responsibility to supply and deliver all materials that comply with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned other than the relevant items in the schedule of quantities.

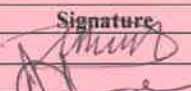

Reference:	Head office:	Region: Namakwa
Owner: A Cloete		
Farm Unit: Narogas	3764 ha	Magisterial District: Namakwa
Grazing capacity of field: 60 Ha/LSU	Number of cattle that may be detained on the field: 83.64 LSU	

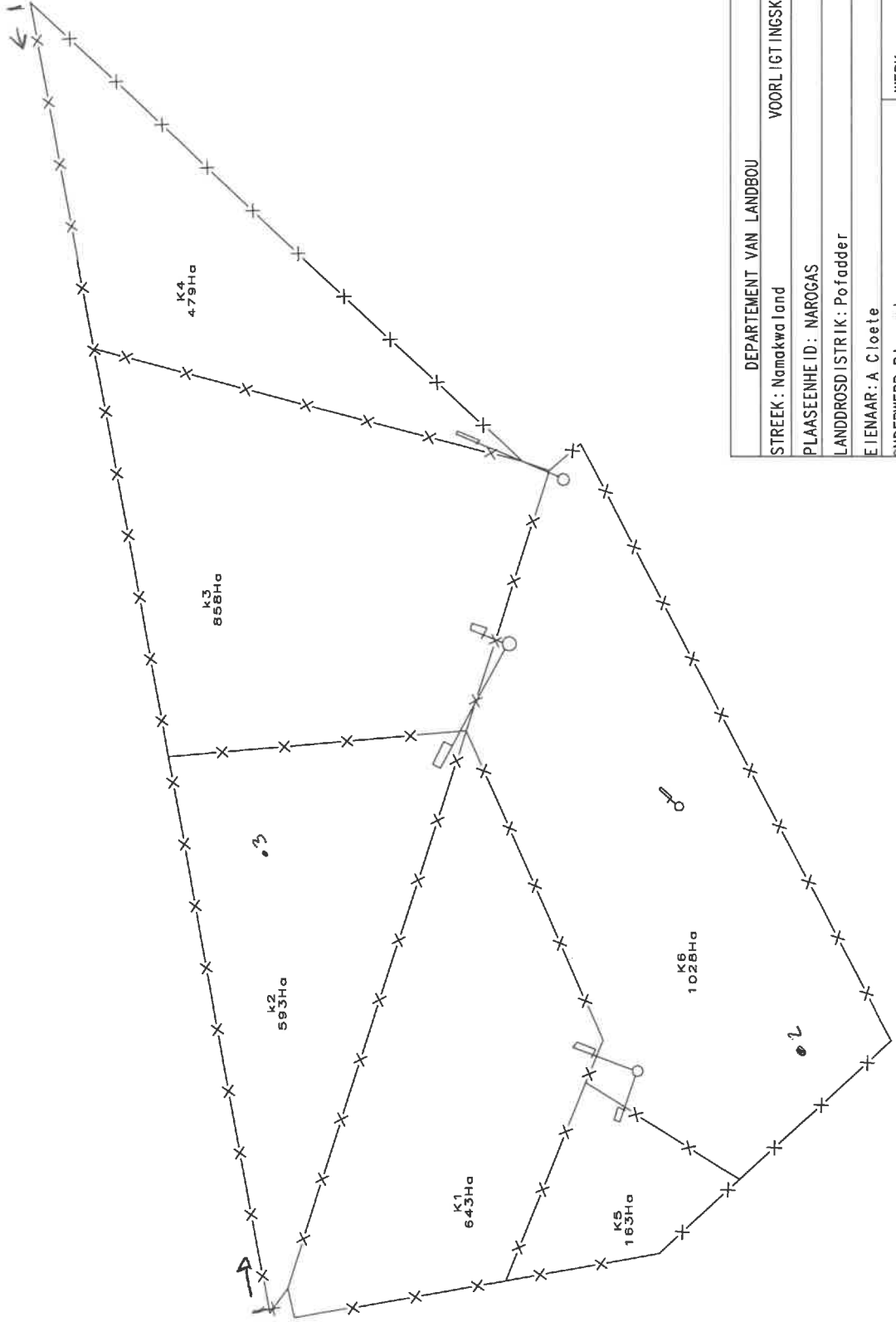
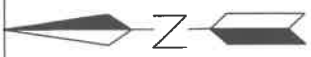
## LIST OF LAND CONSERVATION WORK ACCORDING TO FARM MAP No. 1

Page: 1 van 1

• If a grant is required, the proposed land conservation work may not commence prior to the written permission of the Executive Officer.

- Works under group 1 are the proposed land conservation works that can be considered for subsidy.
- Works under group 2 are already subsidized.
- Works under group 3 are not subsidized.

Work/Group No.			Ligging volgens plaaskaart Location according to farm map	Beskrywing en doel van werk Description and purpose of work	Afmetings Measurements		
1	2	3					
1			C4,C3,C2	Border fence	11000m		
2			C6	Borehole			
3			C3	Borehole			
			<b>Name</b>	<b>Signature</b>	<b>Rank</b>	<b>Office</b>	<b>Date</b>
Compiled by:			DMM MOUTON		ASO	CALVINIA	2020/11/02
Checked by:			A.C.CLOETE		CT (SRM)	CALVINIA	2020/11/02
Approved by:			A.C CLOETE		CT (SRM)	CALVINIA	2020/11/02



Scale 1:100

DEPARTEMENT VAN LANDBOU		VOORLIGTINGSKANTOOR: SPRINGBOK	
STREEK: Namakwa land		OPGEMEET:	
PLAASEENHEID: NAROGAS		ONTWERP:	
LANDROSDISTRIK: Pofadder		KALKEER: <b>AC Cloete</b>	
EIGENAAR: A. Cloete		NAGESIEN:	
ONDERWERP: Plaasp lan		WERK no.:	
BYLAE TOT VOORLOPIGE VERSLAG.			