



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

TENDER NO ACDP 24/03

TENDER DOCUMENT

FOR

**TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND
PACKING OF FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A
PERIOD OF THREE (3) YEARS**

NAME OF TENDERER	
TOTAL TENDERED AMOUNT	
TOTAL TENDERED AMOUNT IN WORDS	
VAT NUMBER (if registered for VAT)	
SUPPLIER CSD REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)	
TEL NUMBER	
CELL NUMBER	

PREPARED FOR:



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

PREPARED BY



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**HEAD OF DEPARTMENT
LIMPOPO DEPT OF AGRICULTURE &
RURAL DEVELOPMENT
PRIVATE BAG X 9487
POLOKWANE
0700**

**ENGINEERING SERVICES
LIMPOPO DEPT OF AGRICULTURE & RURAL DEVELOPMENT
TEMO TOWERS
69 BICCARD STREET
POLOKWANE
0699**

CLOSING DATE: 19 August 2024 TIME 11:00 AM

COMPULSORY BRIEFING SESSION: 08 August 2024 TIME 10:00 AM

**VENUE: LIMPOPO DEPT OF AGRICULTURE & RURAL DEVELOPMENT
69 BICCARD STREET, Polokwane**



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
AGRICULTURE AND RURAL DEVELOPMENT**

**TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND
PACKING OF FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A
PERIOD OF THREE (3) YEARS**

TENDERER'S DETAILS

NAME OF TENDERER

.....

.....

PHYSICAL ADDRESS

.....

.....

POSTAL ADDRESS

.....

.....

CONTACT PERSON (NAME).....

(SURNAME).....

(PHONE No).....

(CELL No).....

(FAX No).....

(E-MAIL).....

LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A PERIOD OF THREE (3) YEARS

Contents

<u>Number</u>	<u>Heading</u>
---------------	----------------

The Tender

Part T1: Tendering procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Standard Conditions of Tender

Part T2: Returnable schedules

T2.1	List of Returnable Documents
T2.2	Returnable Schedules to be completed by the tenderer

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Conditions of Contract
C1.3	Contract Data

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Schedule of Prices

Part C3: Scope of Work

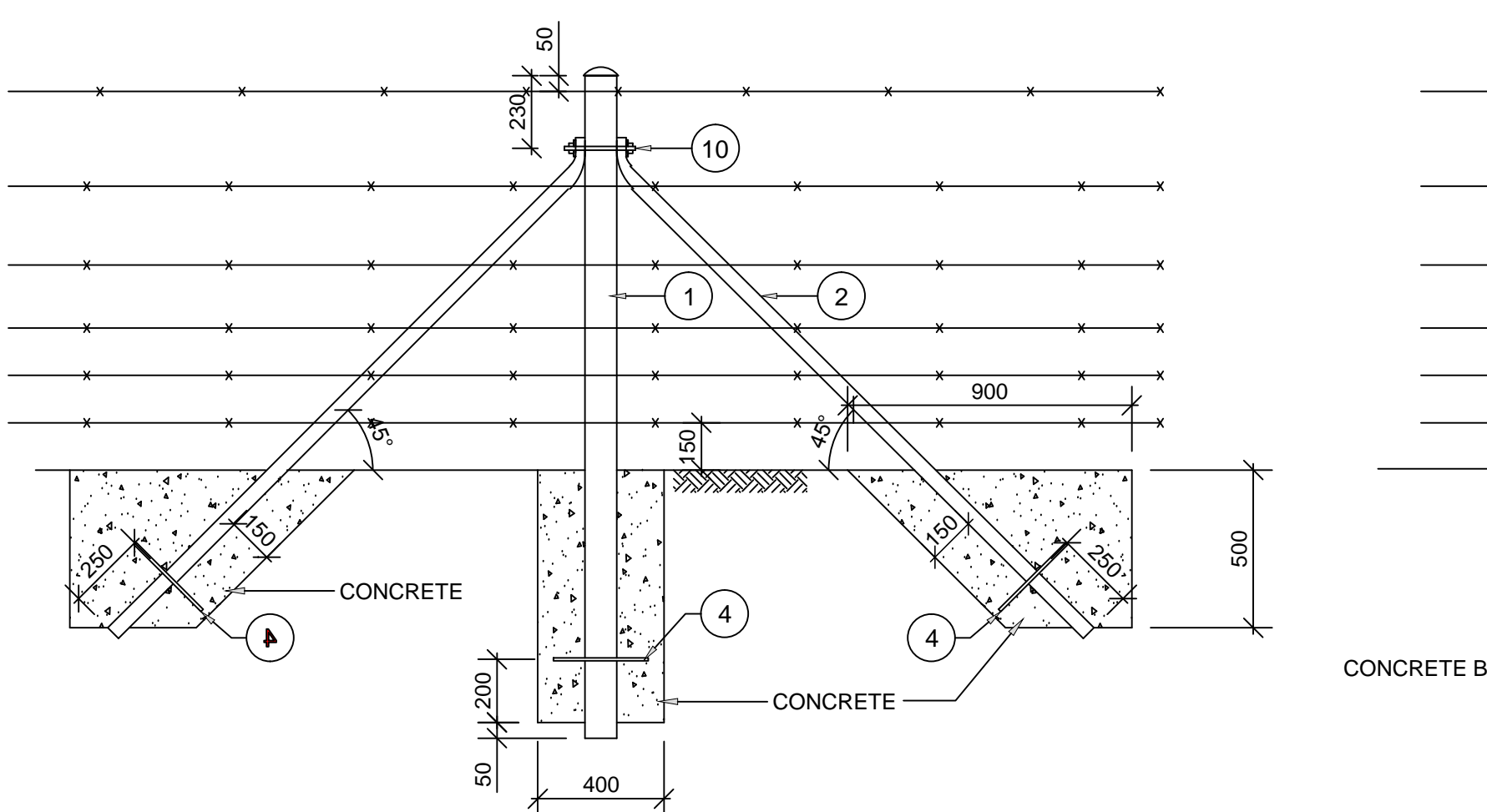
Drawings

SCHEDULE OF TENDER DRAWINGS

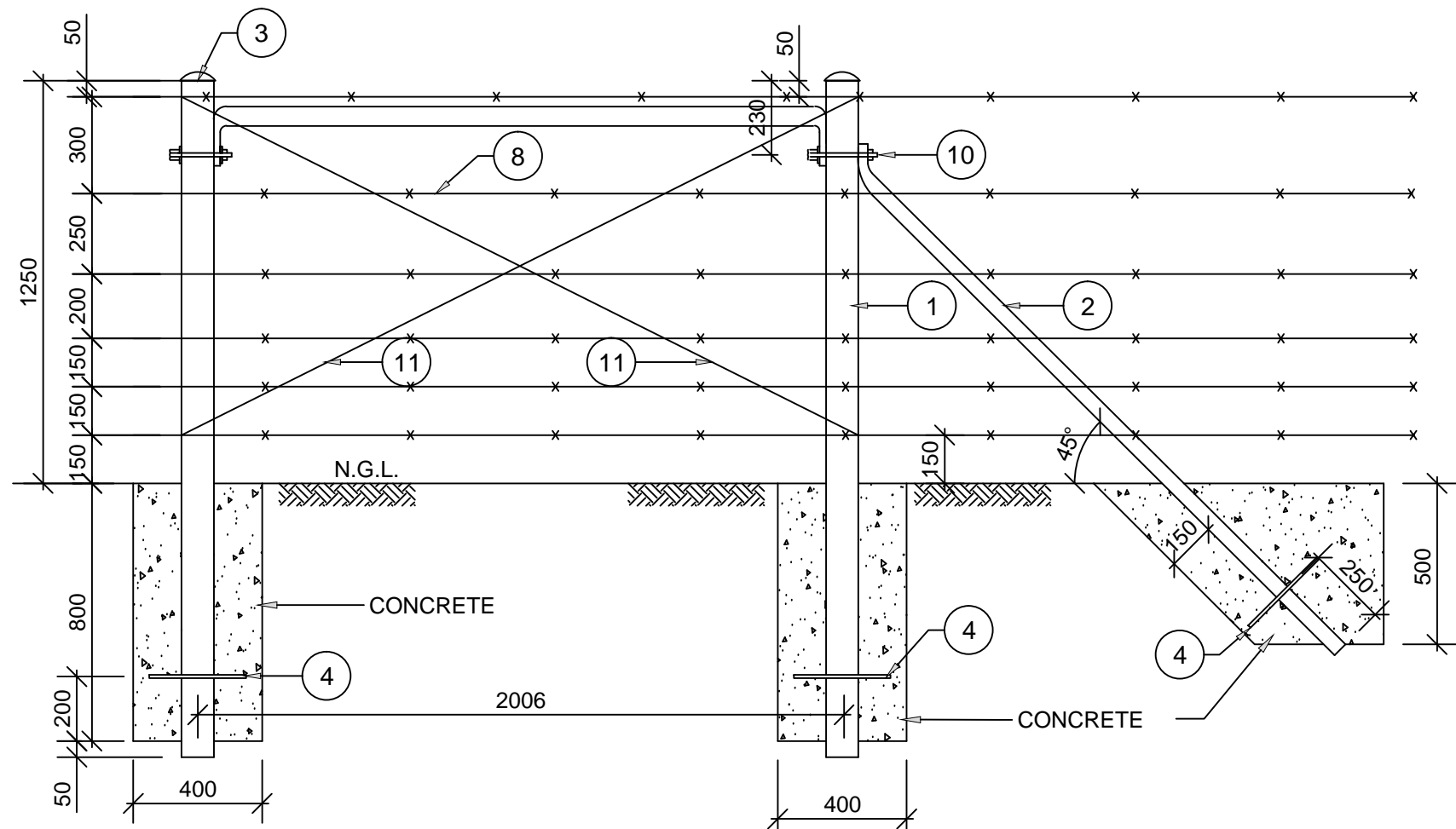
The following drawings, which are bound in, form part of this Contract.

DRAWING NO:	DESCRIPTION:
LDARD Fence 2019/0001	6 Strand Stockproof Fence
LDARD Fence 2019/0002	9 Strand Stockproof Fence
LDARD Fence 2019/0003	21 Strand Gameproof Fence
LDARD Fence 2019/0004	Security Fence and Gate
LDARD Fence 2019/0005	6 Strand Wood Stockproof Fence
LDARD Fence 2019/0006	9 Strand Wood Stockproof Fence
LDARD Fence 2019/0007	16 Strand Wood Gameproof Fence

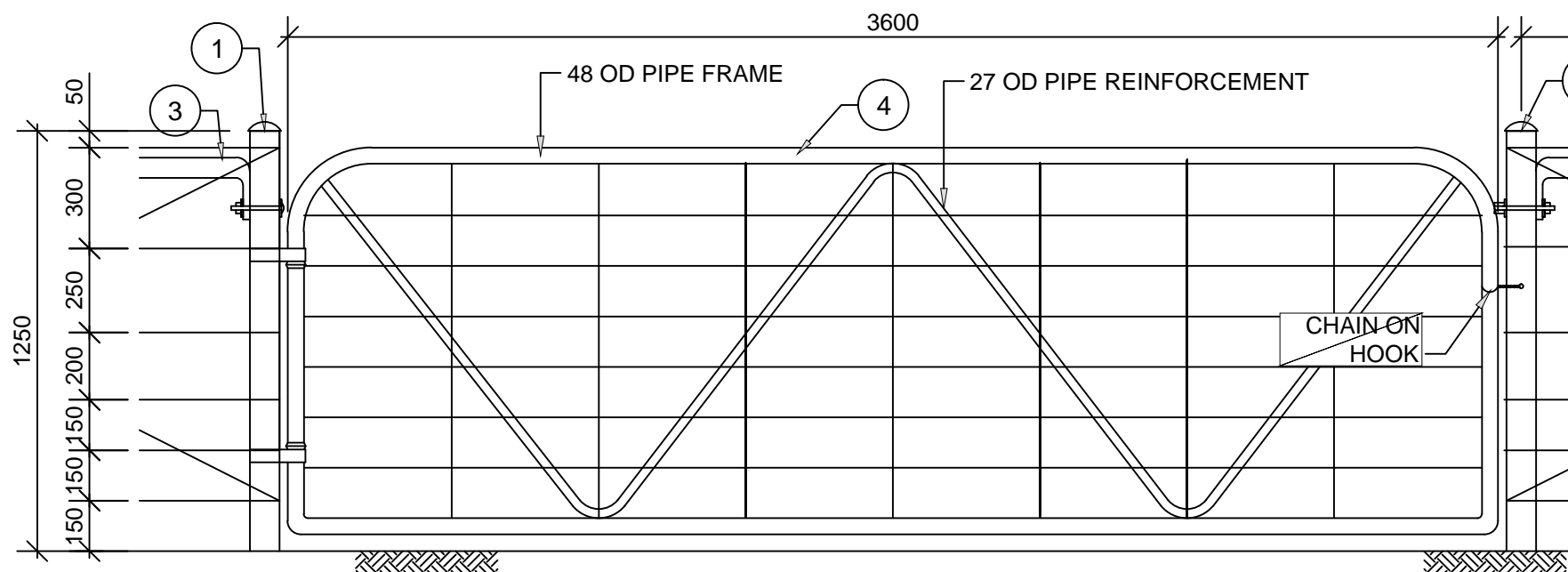
The Tenderer shall satisfy himself that the sets of drawings are complete in accordance with the above schedule, and if any are found to be missing or duplicated, or the writing or figures indistinct, he shall apply to the Engineer immediately and have the discrepancy rectified. No liability whatsoever will be admitted by the Employer in respect of errors in Tenders attributed to any such discrepancy.



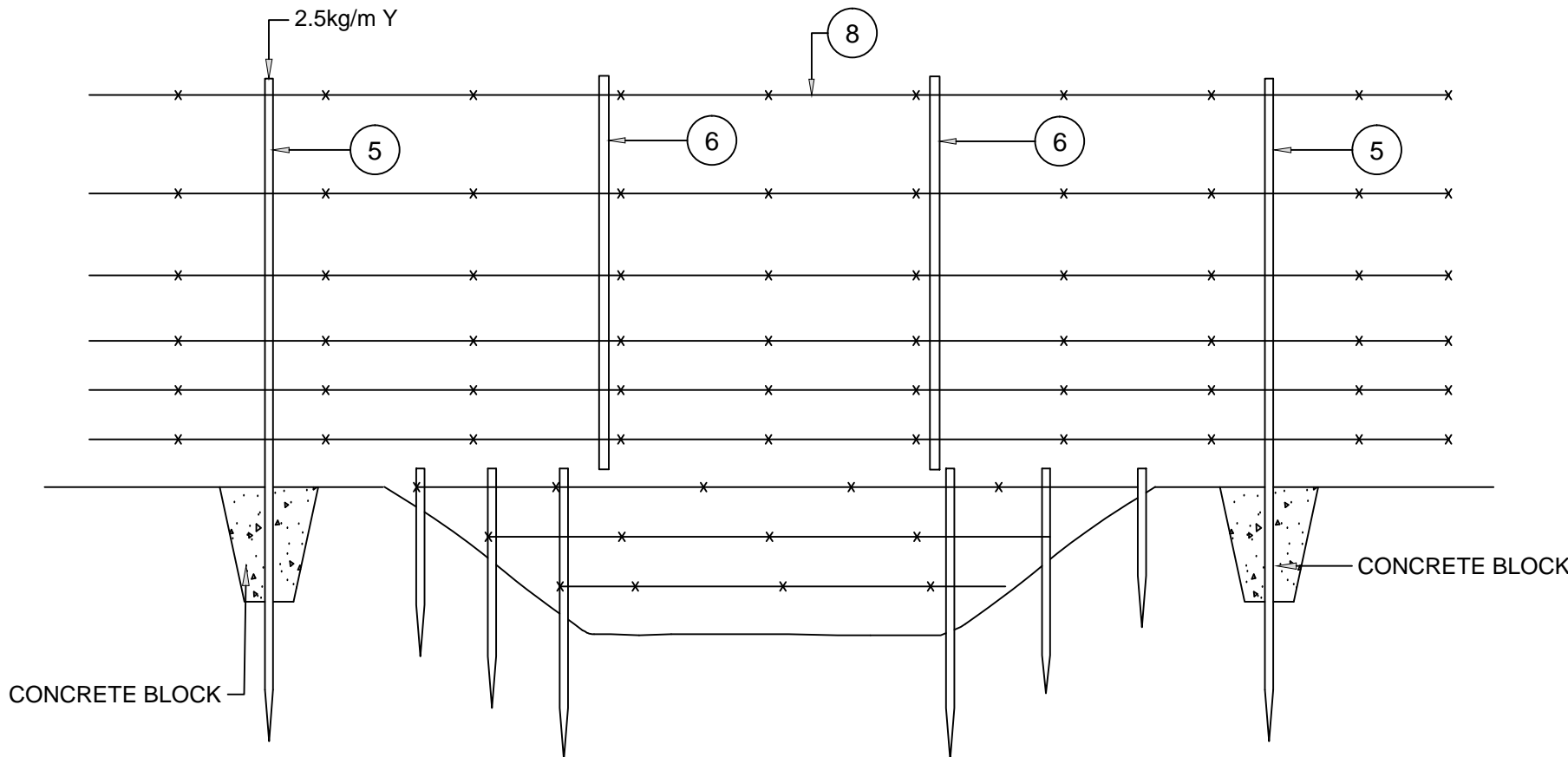
STRAINING POST



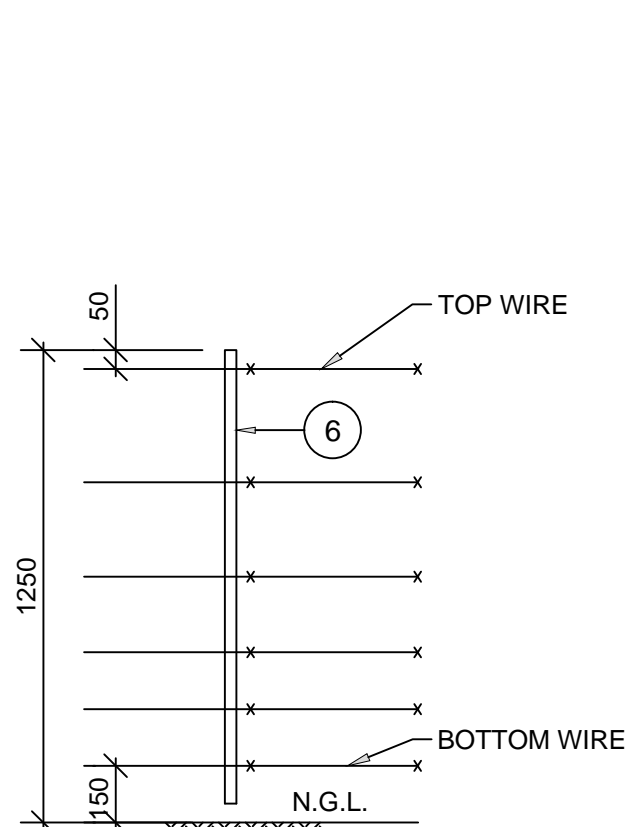
GATE, CORNER OR STRAINING POST



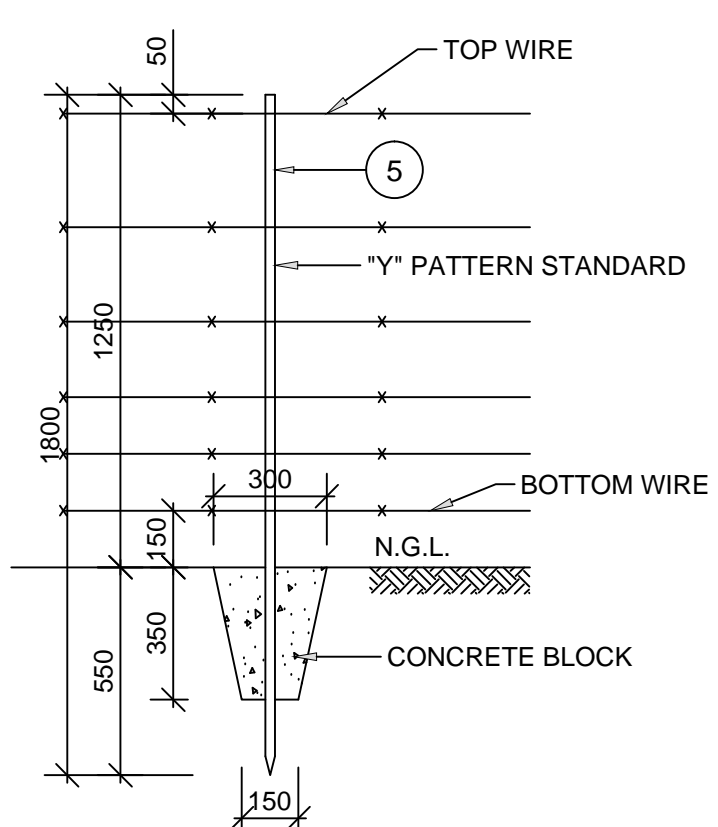
TYPE 'B' GATE



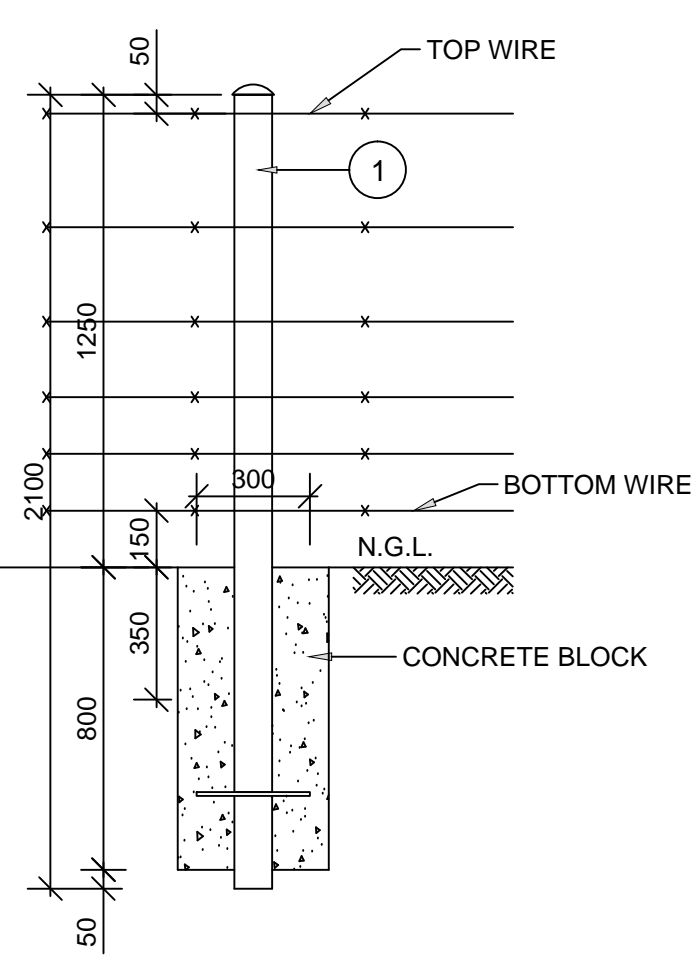
ACROSS CHANNELS & TRENCHES



DROPPER



STANDARD

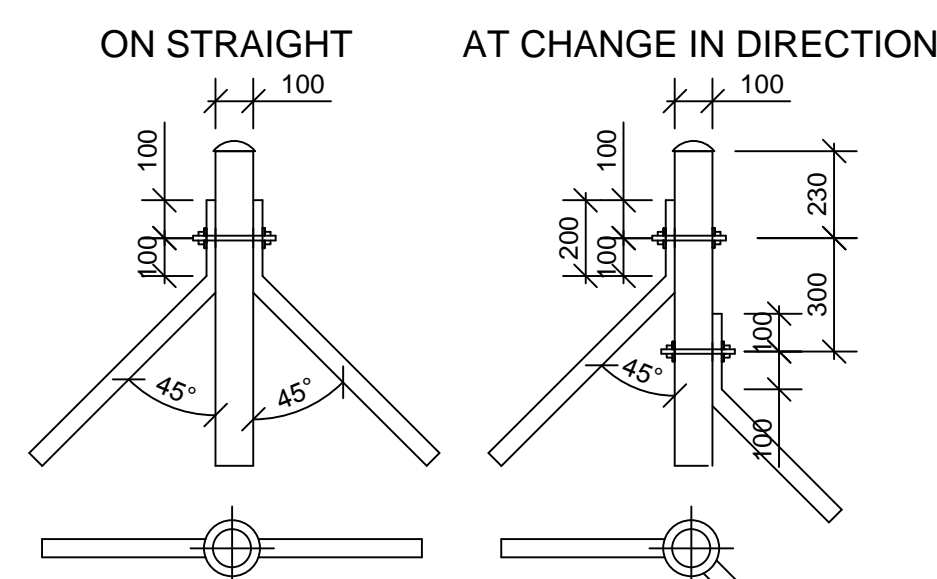


INTERMEDIATE POST

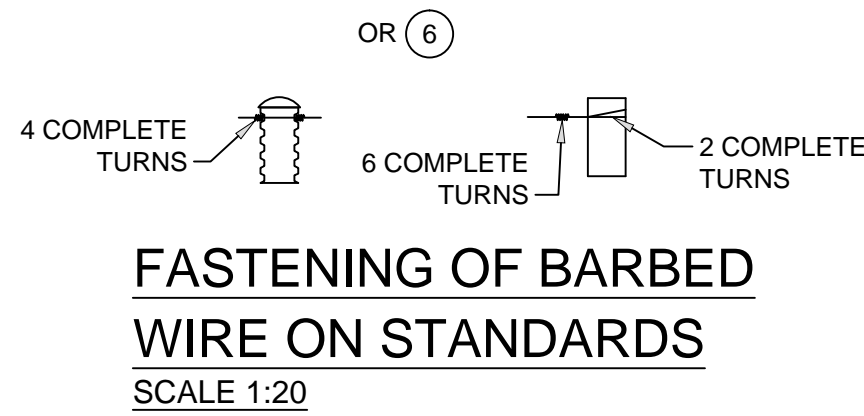
FENCING WIRE REQUIRED PER 1000 m FENCE ERECTED							
DESCRIPTION	DIAMETER (mm)	UNIT	*LENGTH/ROLL (m)*	*MASS/ROLL (kg)*	NUMBER OFF STRANDS	LENGTH REQUIRED / 1000m FENCE	NO OFF ROLLS / 1000m FENCE
OVAL SHAPED BARBED WIRE	2.8mm x 1.9mm	m	845	35	6	6000	7.2

NUMBER OFF STRAINING POSTS, STANDARDS AND DROPPERS REQUIRED PER 1000 m FENCE ERECTED					
DESCRIPTION	SPECIFICATION	*LENGTH (m)*	CONDITION OF GROUND	*MAX SPACING (m)*	NUMBER OFF REQUIRED / 1000m FENCE
STRAINING POSTS	100mmø	2.1	SOFT SOIL ROCK	300 500	3 2
INTERMEDIATE POSTS	100mmø	2.1	SOFT SOIL ROCK	100 100	7 8
STANDARDS	2.5kg/m Y-SECTION	1.8	ALL	12	83
DROPPERS	0.56kg/m RIDGED T-SECTION	1.2500	ALL	3	250

COATING THICKNESS TABLE - MASS OF THE ZINC COATING PER UNIT AREA		
NOMINAL ø OF ZINC COATED WIRE mm	MINIMUM MASS OF ZINC COATING PER UNIT AREA g/m²	APPROXIMATE EQUIVALENT AVERAGE THICKNESS mm
1.20 - 1.50	215	30
1.51 - 1.80	230	32
1.81 - 2.20	245	34
2.21 - 2.50	260	36
2.51 - 3.50	275	38
3.51 - 5.00	290	40



DETAIL OF INTERMEDIATE POSTS
SCALE 1:20



FASTENING OF BARBED WIRE ON STANDARDS
SCALE 1:20

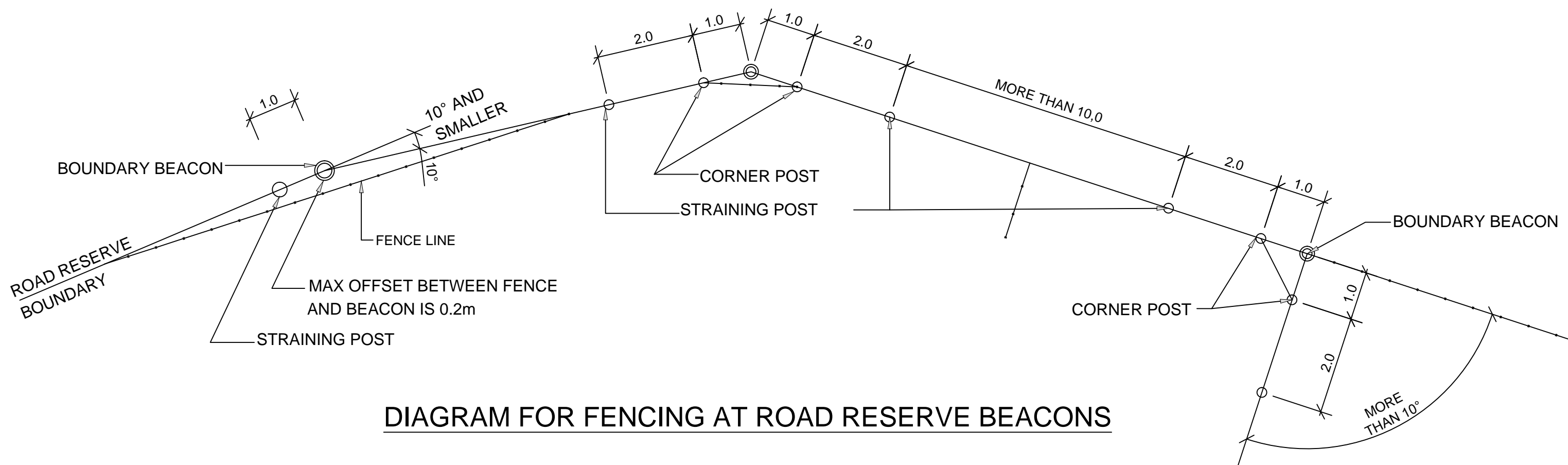


DIAGRAM FOR FENCING AT ROAD RESERVE BEACONS

MATERIAL SPECIFICATION

- ITEM 1: CAPPED STRAINING, GATE, BEND END AND INTERMEDIATE POSTS 2.1m LONG x 100mm OD x 2mm WALL THICKNESS MILD STEEL PIPE, IN ACCORDANCE WITH SANS CKS 82.
- ITEM 2: INCLINED STRUTS - 2.1m LONG x 48mm OD x 2mm WALL THICKNESS MILD STEEL PIPE.
- ITEM 3: HORIZONTAL STRUTS - 2.0m LONG x 48mm OD x 2mm WALL THICKNESS MILD STEEL PIPE.
- ITEM 4: ANCHOR PIN - 10mm ø x 300mm LONG STEEL ROD.
- ITEM 5: STANDARDS (AVERAGE 83/km) - 1.8m LONG x 2.5kg/m ROLLED STEEL Y-SECTION POST.
- ITEM 6: DROPPERS (AVERAGE 250/km) - 1.25m LONG x 0.56kg/m RIDGED MILD STEEL T-SECTION
- ITEM 7: GATES
- 7.1 GALVANISED MILD STEEL CONSTRUCTION, MEMBERS AND CONFIGURATION AS DETAILED WHERE DETAIL NOT INDICATED ON THIS PLAN, CONSTRUCTION TO BE IN ACCORDANCE WITH SANS CKS 146.
- 7.2 ALL JOINTS TO BE WELDED ALL ROUND CONSTRUCTION.
- 7.3 PADLOCK AND CHAIN, 450mm LENGTH OF LINK CHAIN WITH CENTRE WELDED TO 48 OD PIPE AND FITTED WITH 30ø x 5ø RIND AT EACH END WITH PADLOCK.
- ITEM 8: BARBED WIRE (IN ACCORDANCE WITH SANS 675 - 1997) CAMPEON HIGH-TENSILE-GRADE SINGLE-STRAND 2.8mm x 1.9mm OVAL-SHAPED WIRE WITH 4 x BARBS EVENLY SPACED AT 125mm CENTRES.
- ITEM 9: BINDING WIRE - 2.0mm MILD STEEL FOR TYING TO POSTS, DROPPERS AND STANDARDS.
- ITEM 10: BOLTS AND NUTS - 12mm FULLY GALVANISED WITH NUTS AND WASHERS.
- ITEM 11: WIRE STAYS 3mm 8-CORD STRAINING WIRE.

NOTES:

1. SPACING:
- STRAINING POSTS - MAX 300m IN SOIL
- MAX 500m IN ROCK
- EVENLY SPACED BETWEEN OTHER STRUTTED POSTS
- INTERMEDIATE POSTS - MAX 100m CENTRES, EVENLY SPACES BETWEEN OTHER STRUTTED POSTS
- STANDARDS - MAX 12m EVENLY SPACED BETWEEN STRUTTED POSTS
- DROPPERS - MAX 3m EVENLY SPACED BETWEEN STANDARDS AND / OR POSTS

2. FINISH
- WIRE - ALL WIRE TO BE GALVANISED IN ACCORDANCE WITH SANS 675 - 1997. ZINC COATED FENCING WIRE.
-REFER TO COATING THICKNESS TABLE
- STANDARDS - STANDARD COMMERCIAL BLACK PAINT.
STEEL DROPPERS- STANDARD COMMERCIAL BLACK PAINT.
- POSTS - GALVANISED IN ACCORDANCE WITH SANS 32 FOR CLASS B1 ARTICLES OR PAINTED AS SPECIFIED HERE BELOW.

3. PAINTING
- ALL UNGALVANISED STEEL WORK TO BE TREATED AS FOLLOWS:
- AFTER FABRICATION STEEL WORKS TO THOROUGHLY CLEANED OF GREASE, RUST AND SCALE AND THEN PAINTED:
ONE COAT HIGH BUILD ZINC PHOSPHATE 975 MICRONS):
ONE COAT UNIVERSAL ALKYD UNDERCOAT (30 MICRONS):
ONE COAT ALUMINIUM FINISHING PAINT TO SANS 682 GRADE 1 (30 MICRONS). AFTER ERECTION THE SURFACE SHALL BE CLEANED AND LIGHTLY ABRADED TO A MATT FINISH AND PAINTED ONE COAT ALUMINIUM FINISHING PAINT TO SANS 682 GRADE 1 (30 MICRONS)

4. GENERAL
- a. ALL WIRE TO BE ERECTED ON THE ROAD RESERVE SIDE OF THE FENCE
- b. CONCRETE TO BE OF MINIMUM CONCRETE STRENGTH 20MPa AT 28 DAYS WITH BEVELLED EDGES
- c. ALL PIPE SECTIONS TO BE SEALED BY WELDING A 4mm PRESSES STEEL CAP AT THE TOP
- d. ALL ANCHOR PINS TO BE WELDED AS ROUND POSTS AND STRUTS
- e. BOUNDARY BEACONS, CONSISTING OF IRON STANDARDS IN CONCRETE, MAY NOT BE TAMPERED WITH

			DESIGNED BY	LDARD	 <p>DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT PRIVATE BAG X 9487 POLOKWANE 0700</p>	DISCIPLINE	ENGINEERING SERVICES		SHEET	1	OF	1
			CHECKED BY	LDARD		SERVICE	SUPPLY AND INSTALLATION OF FENCES		SCALE	AS SHOWN		
			DRAWN BY	LDARD		DRAWING TITLE	6 STRAND STOCK-PROOF FENCE		PLAN No.	LDARD Fence 2019/0001		
No.	DATE	REVISION	CHECKED BY	LDARD								

MATERIAL SPECIFICATION

- ITEM 1: CAPPED STRAINING, GATE, BEND END AND INTERMEDIATE POSTS 2.4m LONG x 100mm OD x 2mm WALL THICKNESS MILD STEEL PIPE, IN ACCORDANCE WITH SANS CKS 82.
- ITEM 2: INCLINED STRUTS - 2.4m LONG x 60mm OD x 2mm WALL THICKNESS MILD STEEL PIPE.
- ITEM 3: HORIZONTAL STRUTS - 2.0m LONG x 60mm OD x 2mm WALL THICKNESS MILD STEEL PIPE.
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- ITEM 6: DROPPERS (AVERAGE 250kg/m) - 1.37m LONG x 0.56kg/m RIDGED MILD STEEL T-SECTION
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- ITEM 11: WIRE STAYS 4mm 8-CORD STRAINING WIRE.

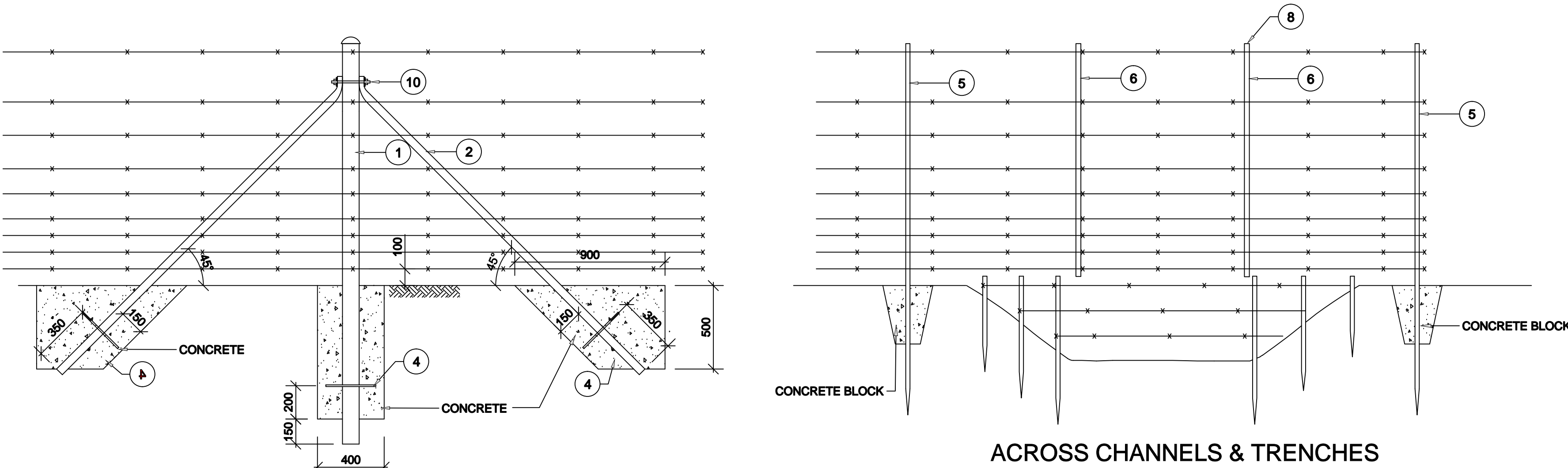
NOTES:

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- INTERMEDIAT POSTS - MAX 100m CENTRES, EVENLY SPACES BETWEEN OTHER STRUTTED POSTS
- STANDARDS - MAX 12m EVENLY SPACED BETWEEN STRUTTED POSTS
- DROPPERS - MAX 3m EVENLY SPACED BETWEEN STANDARDS AND / OR POSTS
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- STEEL DROPPERS- STANDARD COMMERCIAL BLACK PAINT.
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- ONE COAT UNIVERSAL ALKYD UNDERCOAT (30 MICRONS):
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- d. ALL ANCHOR PINS TO BE WELDED AS ROUND POSTS AND STRUTS
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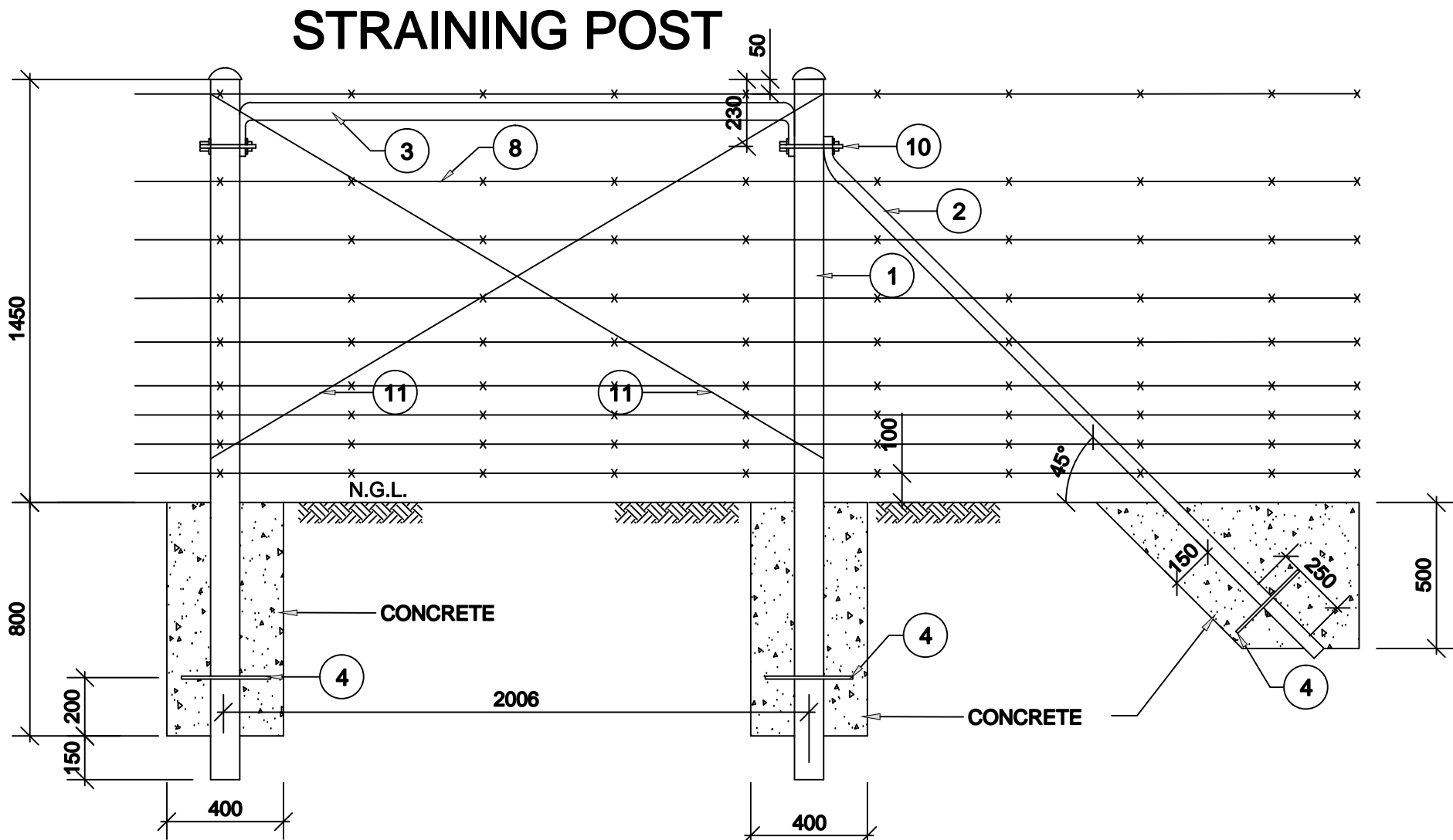
FENCING WIRE REQUIRED PER 1000 m FENCE ERECTED						
DESCRIPTION	DIAMETER (mm)	UNIT	*LENGTH/ROLL (m)*	*MASS/ROLL (kg)*	NUMBER OFF STRANDS	LENGTH REQUIRED / 1000m FENCE
OVAL SHAPED BARBED WIRE	2.8mm x 1.9mm	m	845	35	9	9000
						NO OFF ROLLS / 1000m FENCE
						10.7

NUMBER OFF STRAINING POSTS, STANDARDS AND DROPPERS REQUIRED PER 1000 m FENCE ERECTED					
DESCRIPTION	SPECIFICATION	*LENGTH (m)*	CONDITION OF GROUND	*MAX. SPACING (m)*	NUMBER OFF REQUIRED / 1000m FENCE
STRAINING POSTS	100mmø	2.4	SOFT SOIL ROCK	300 500	3 2
INTERMEDIATE POSTS	100mmø	2.4	SOFT SOIL ROCK	100 100	8 8
STANDARDS	2.5kg/m Y-SECTION	2.15	ALL	12	83
DROPPERS	0.56kg/m RIDGED T-SECTION	1.3700	ALL	3	250

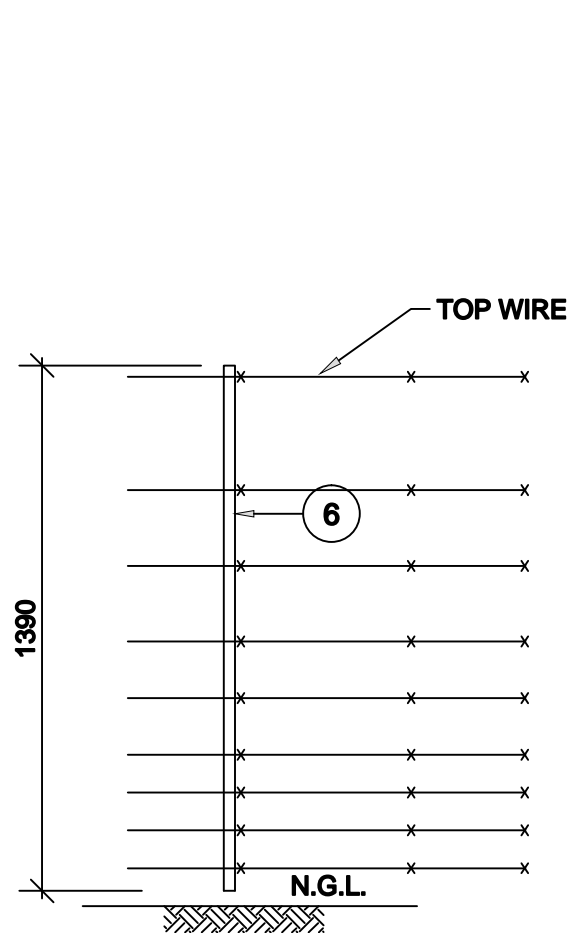
COATING THICKNESS TABLE - MASS OF THE ZINC COATING PER UNIT AREA		
NOMINAL ø OF ZINC COATED WIRE mm	MINIMUM MASS OF ZINC COATING PER UNIT AREA g/m²	APPROXIMATE EQUIVALENT AVERAGE THICKNESS mm
1.20 - 1.50	215	30
1.51 - 1.80	230	32
1.81 - 2.20	245	34
2.21 - 2.50	260	36
2.51 - 3.50	275	38
3.51 - 5.00	290	40



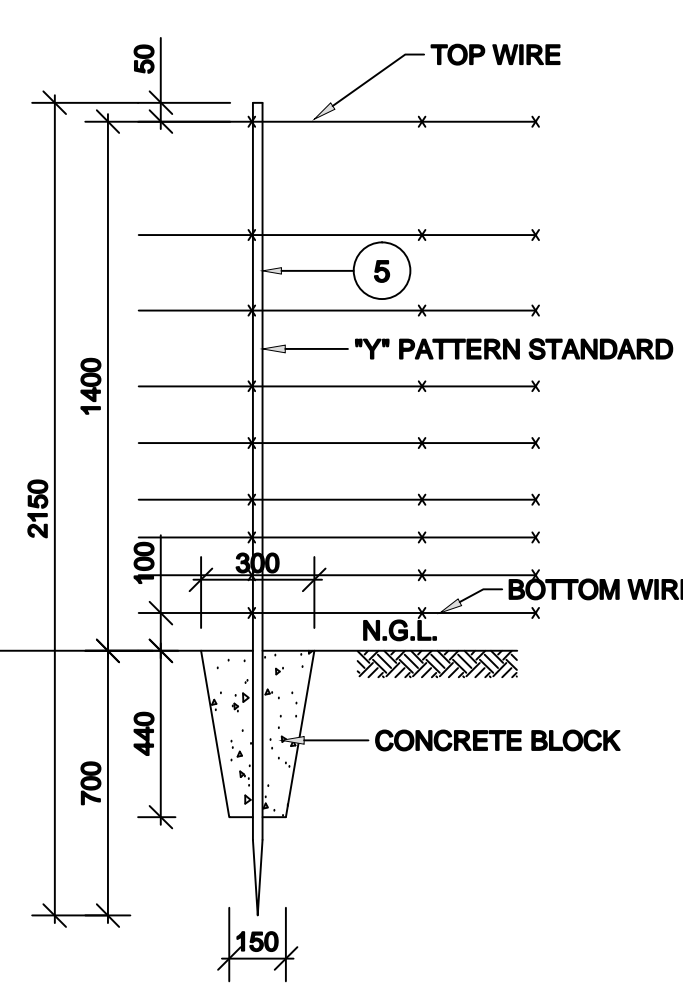
ACROSS CHANNELS & TRENCHES



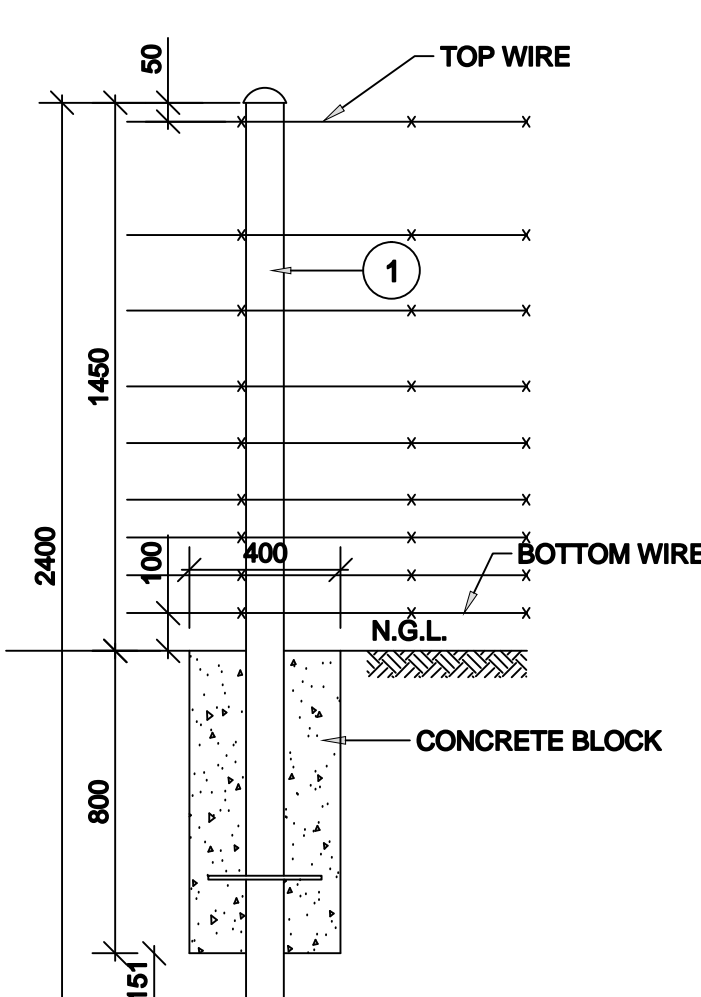
GATE, CORNER OR STRAINING POST



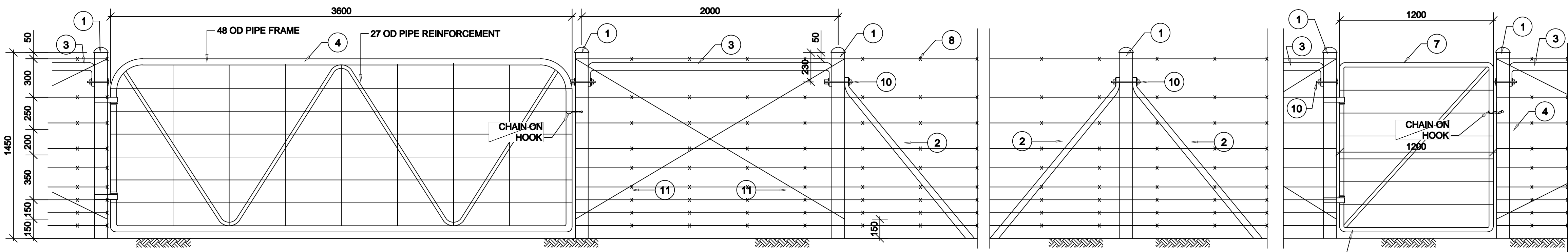
DROPPER



STANDARD



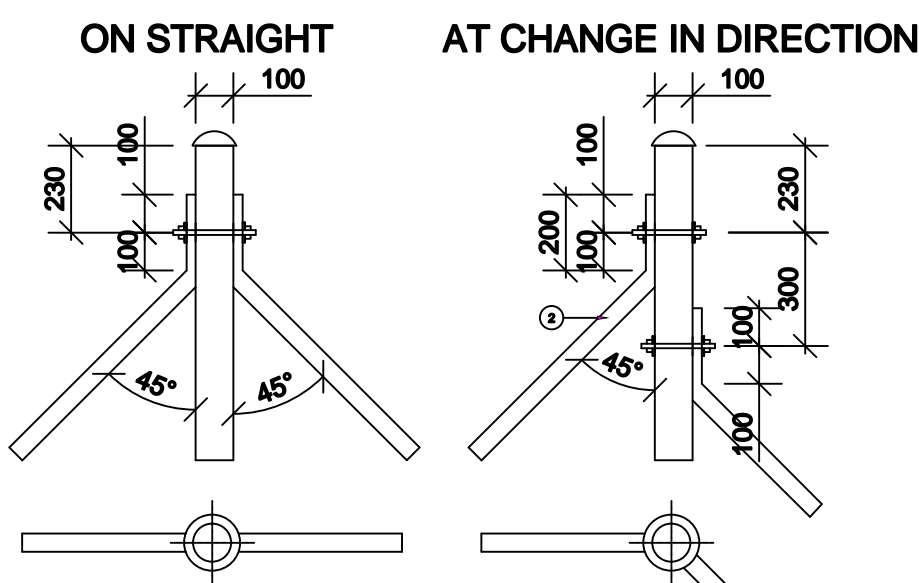
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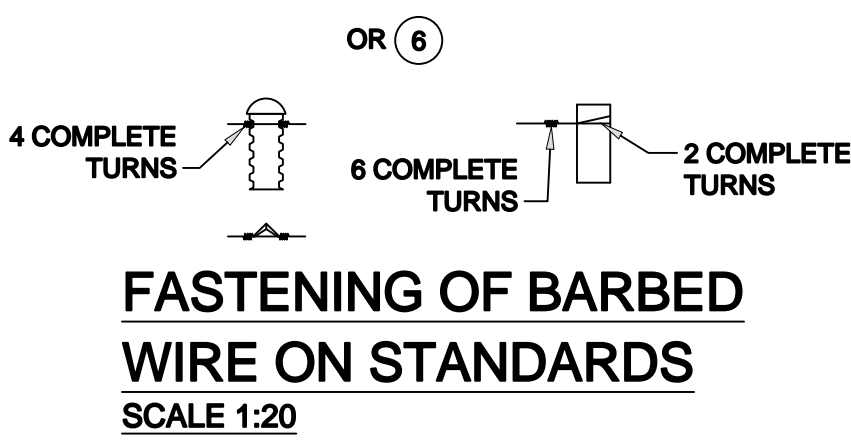
TYPE 'B' GATE

STOCKPROOF FENCING

TYPE 'A' GATE



DETAIL OF INTERMEDIATE POSTS
SCALE 1:20



FASTENING OF BARBED WIRE ON STANDARDS
SCALE 1:20

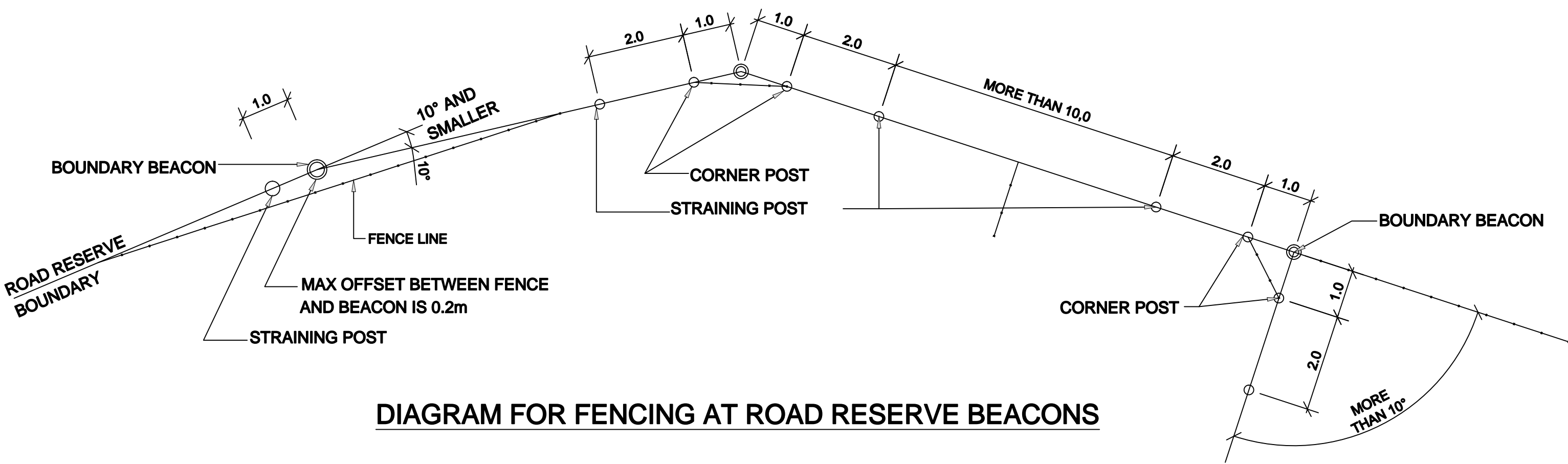

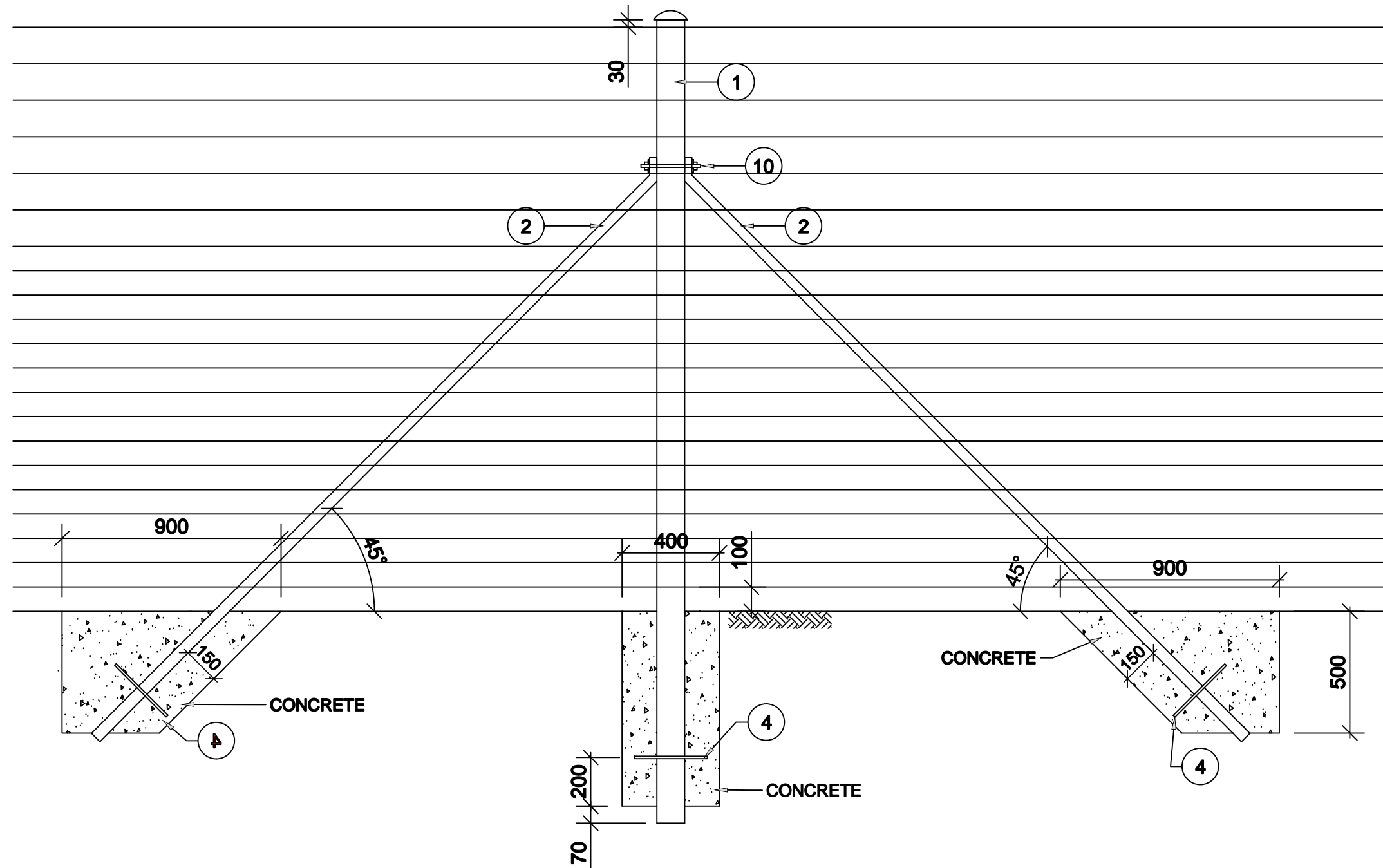
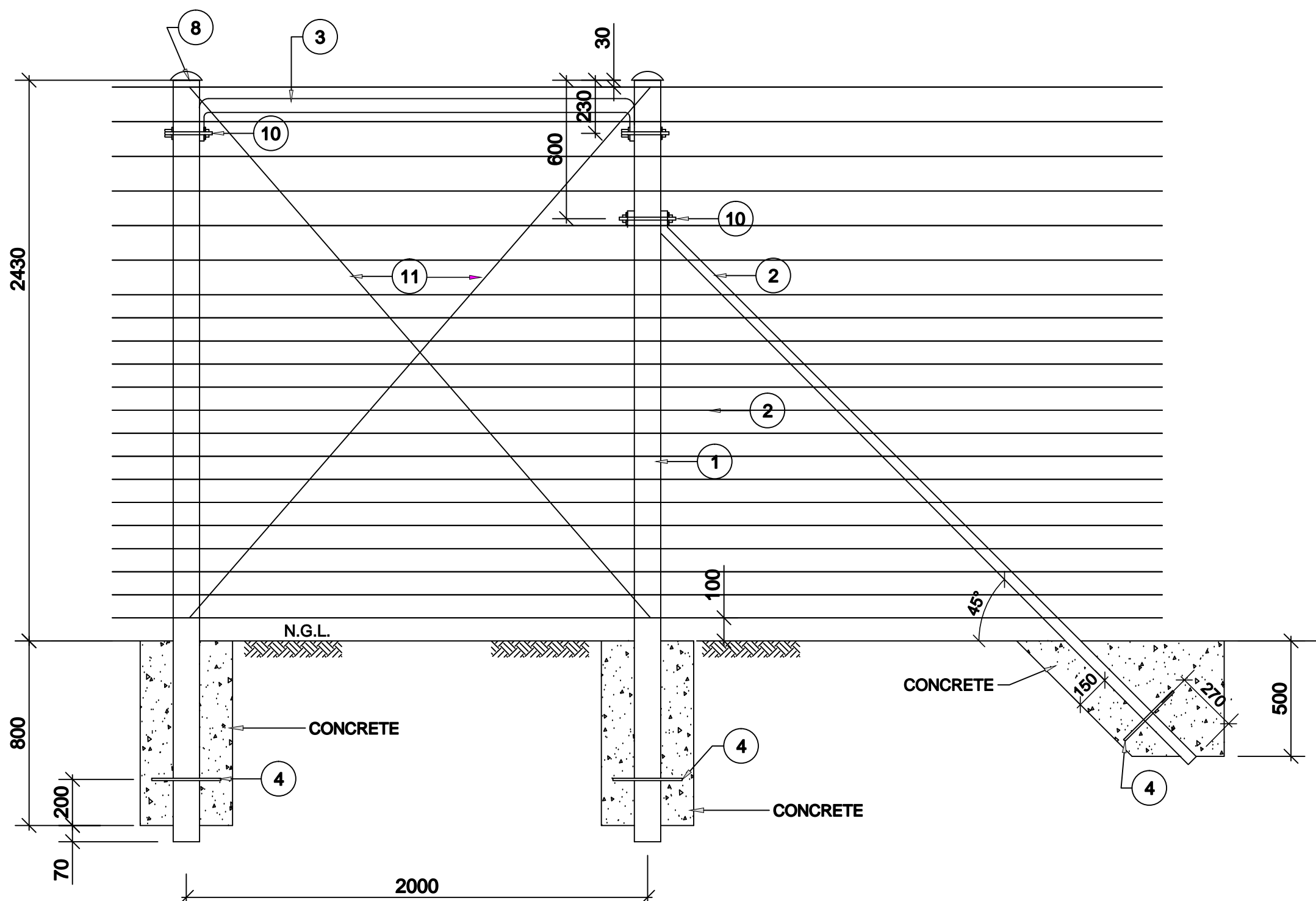


DIAGRAM FOR FENCING AT ROAD RESERVE BEACONS

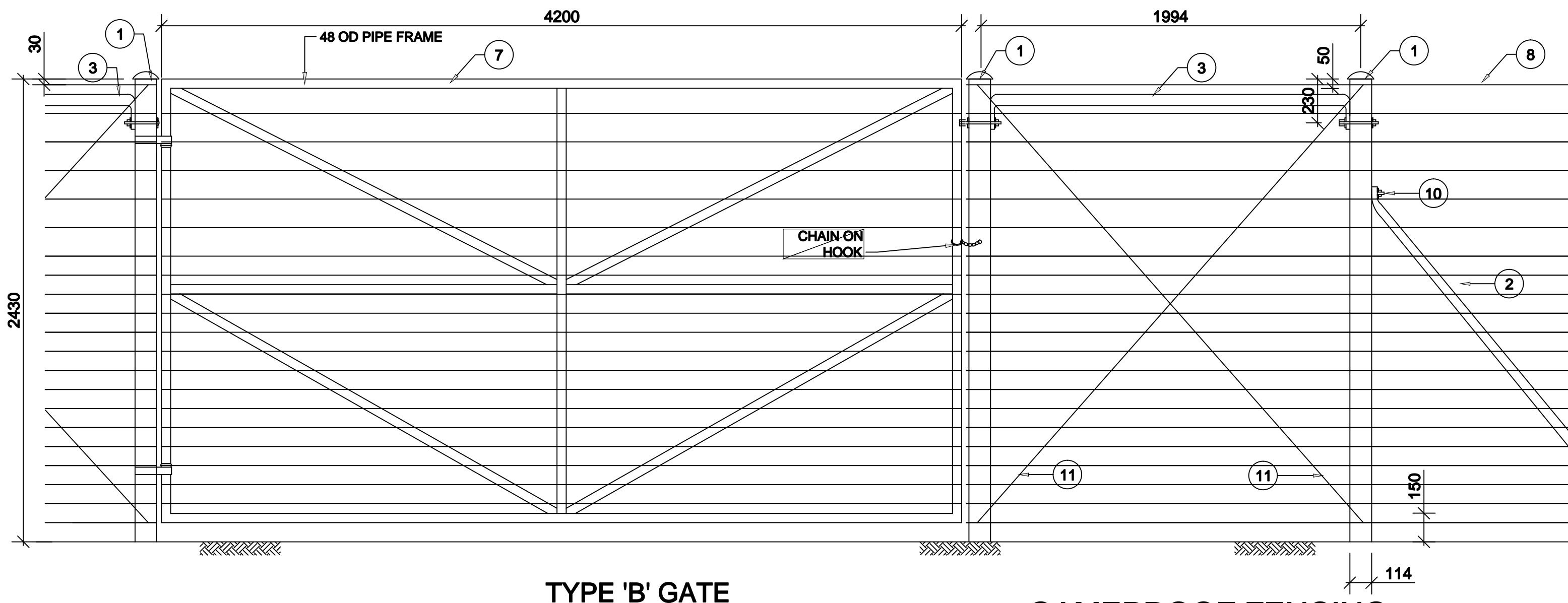
			DESIGNED BY	LDARD	CLIENT	 DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT PRIVATE BAG X 9487 POLOKWANE 0700	DISCIPLINE	ENGINEERING SERVICES			SHEET	1	OF	1	
			CHECKED BY	LDARD			SERVICE	SUPPLY AND INSTALLATION OF FENCES			SCALE				
			DRAWN BY	LDARD			DRAWING TITLE			9 STRAND STOCK-PROOF FENCE			AS SHOWN		
			CHECKED BY	LDARD									PLAN No.		
No.	DATE	REVISION								LDARD Fence 2019/0002					



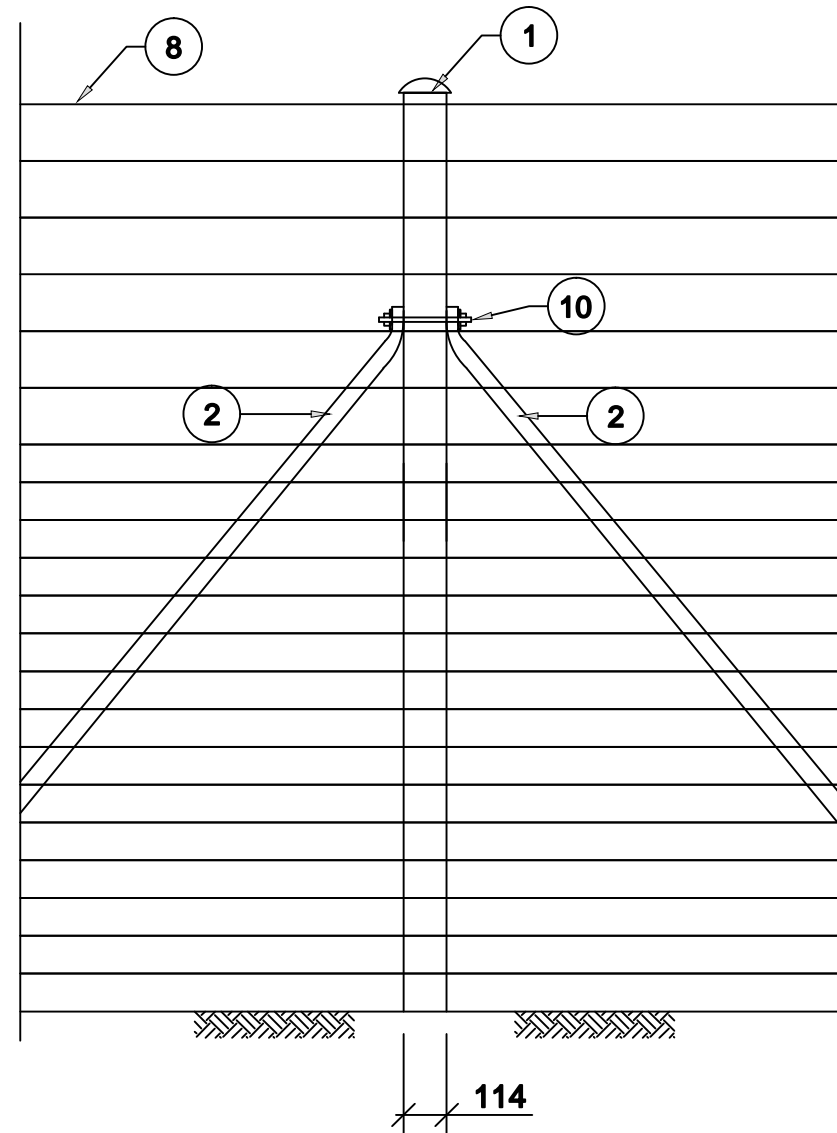
STRAINING POST



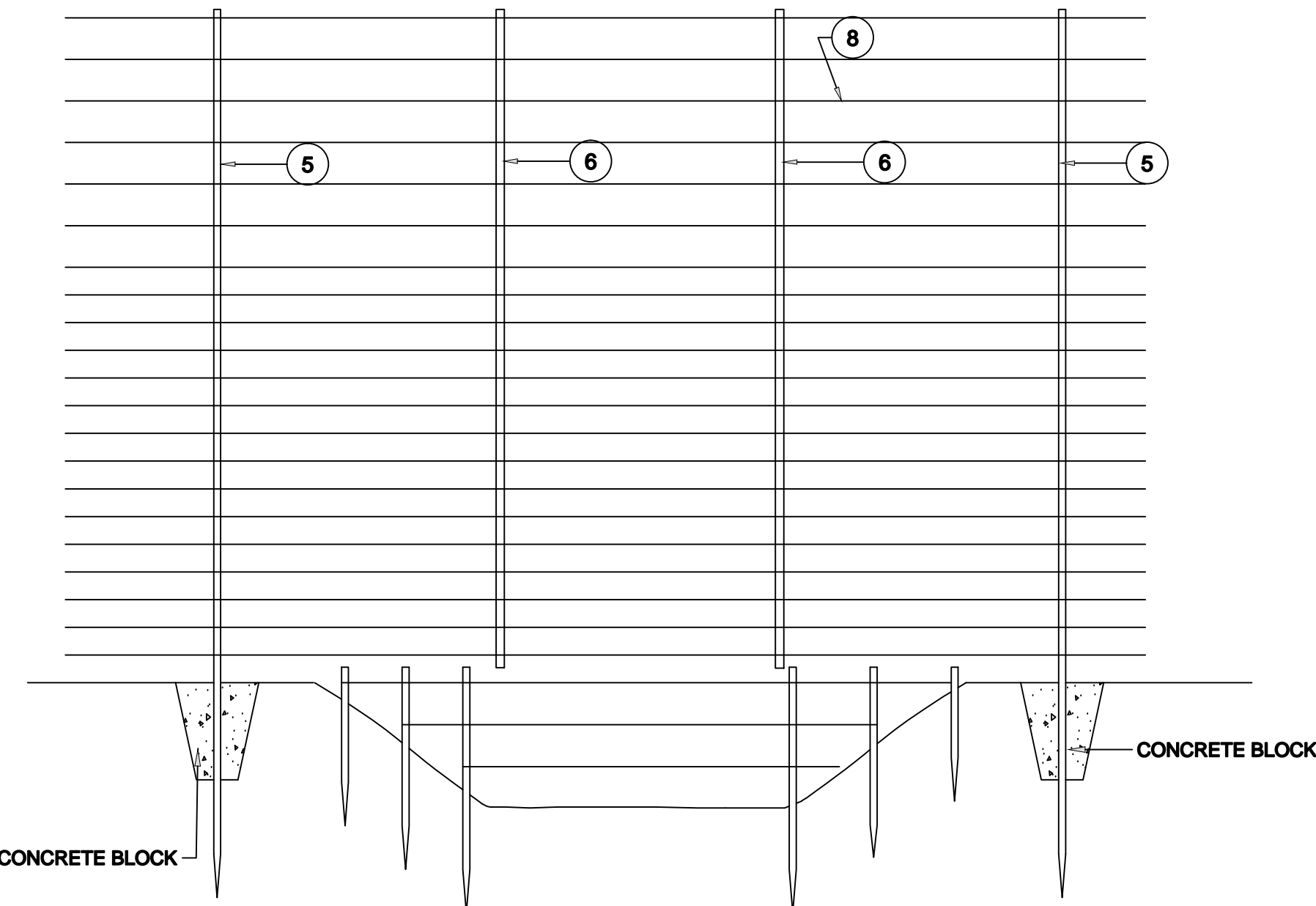
GATE, CORNER OR STRAINING POST



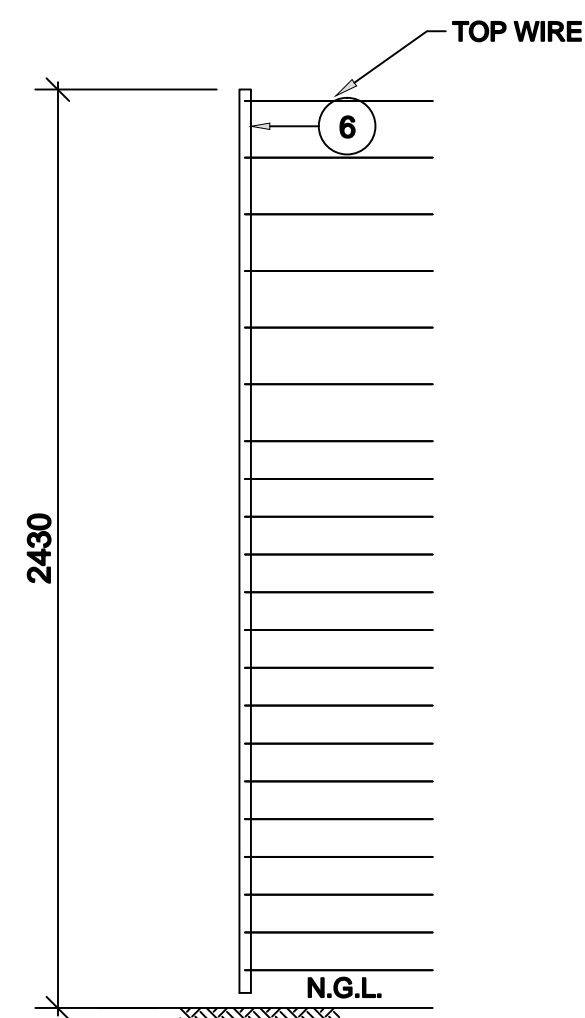
TYPE 'B' GATE



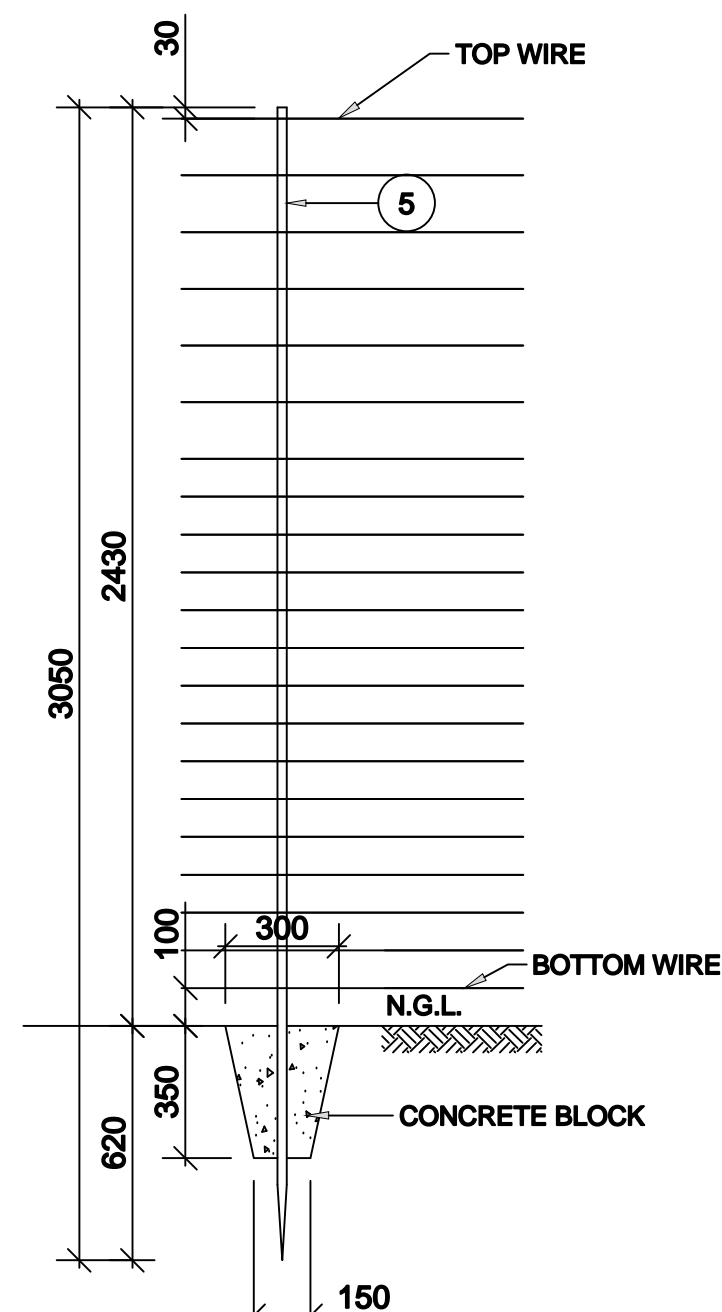
GAMEPROOF FENCING



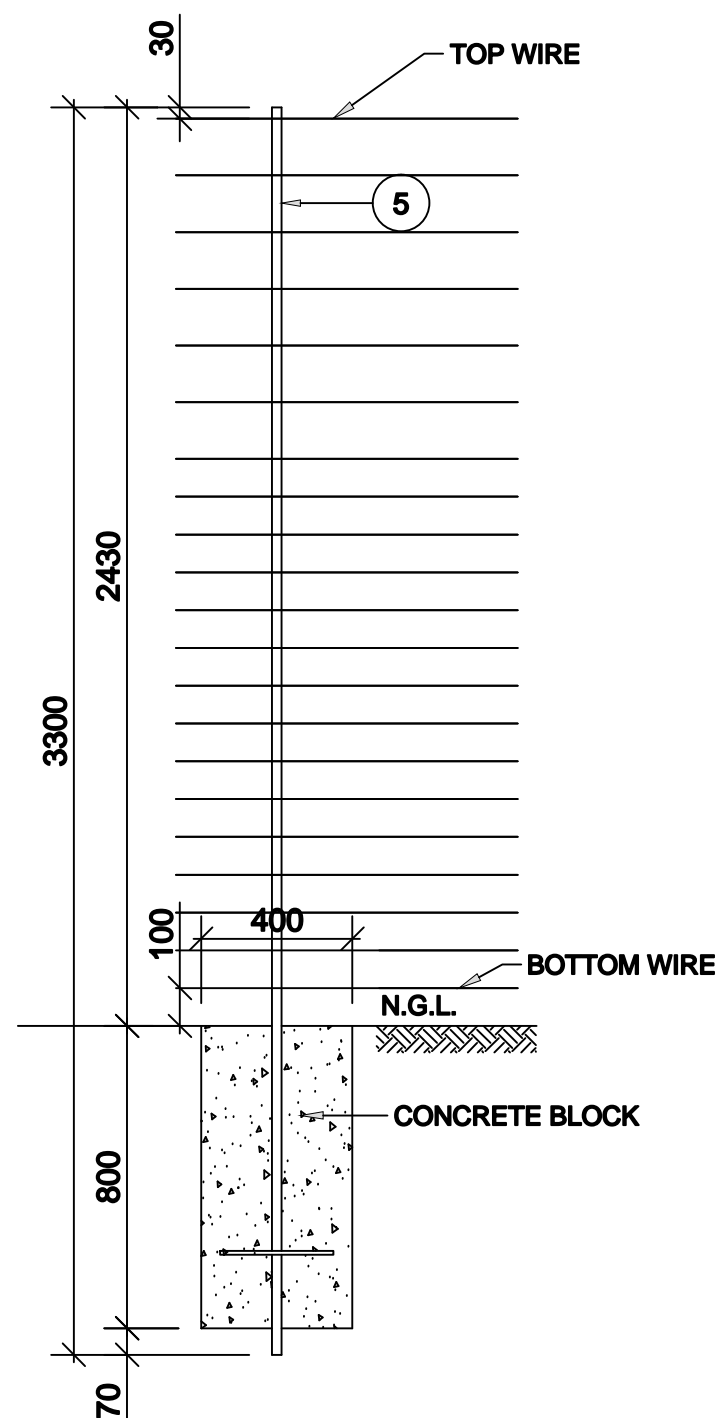
ACROSS CHANNELS & TRENCHES



DROPPER

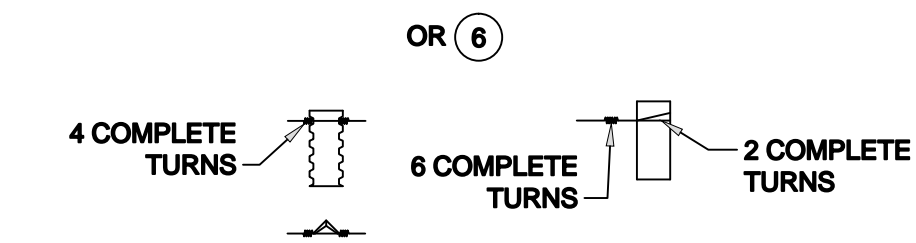


STANDARD

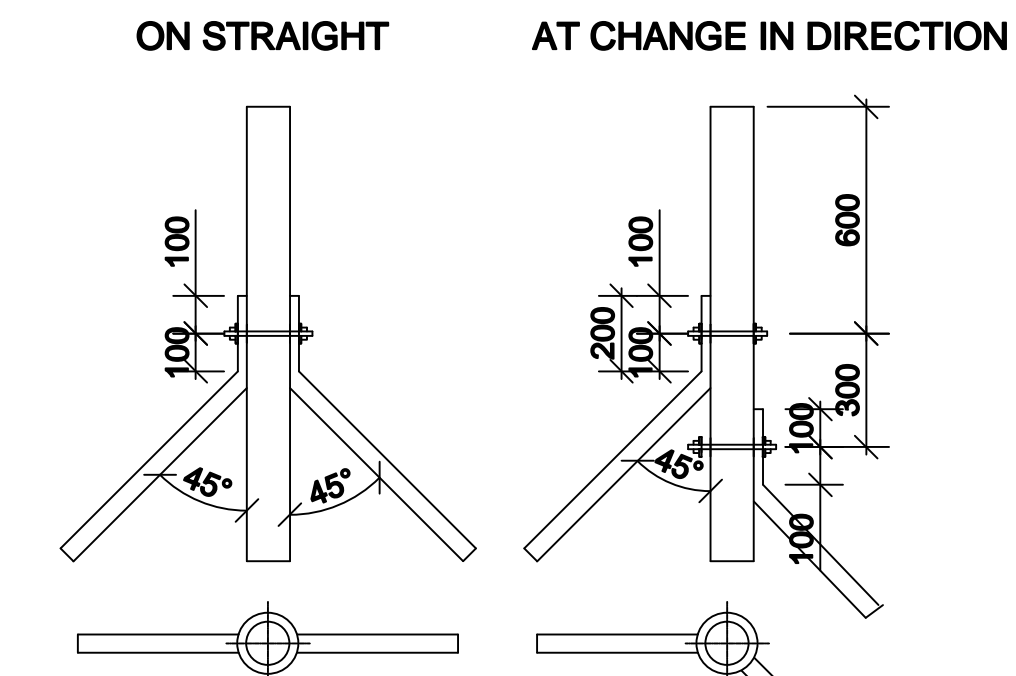


INTERMEDIATE POST

COATING THICKNESS TABLE - MASS OF THE ZINC COATING PER UNIT AREA		
NOMINAL Ø OF ZINC COATED WIRE mm	MINIMUM MASS OF ZINC COATING PER UNIT AREA g/m²	APPROXIMATE EQUIVALENT AVERAGE THICKNESS mm
1.20 - 1.50	215	30
1.51 - 1.80	230	32
1.81 - 2.20	245	34
2.21 - 2.50	260	36
2.51 - 3.50	275	38
3.51 - 5.00	290	40



FASTENING OF BARBED WIRE ON STANDARDS
SCALE 1:20



DETAIL OF INTERMEDIATE POSTS
SCALE 1:20

NUMBER OFF STRAINING POSTS, STANDARDS AND DROPPERS REQUIRED PER 1000 m FENCE ERECTED					
DESCRIPTION	SPECIFICATION	*LENGTH (m)*	CONDITION OF GROUND	*MAX SPACING (m)*	NUMBER OFF REQUIRED / 1000m FENCE
STRAINING POSTS	114mm	3.3	SOFT SOIL ROCK	300 500	3 2
INTERMEDIATE POSTS	114mm	3.3	SOFT SOIL ROCK	100 100	7 8
STANDARDS	2.5kg/m Y-SECTION	3.05	ALL	12	83
DROPPERS	0.56kg/m RIDGED T-SECTION	2.4500	ALL	1	581

FENCING WIRE REQUIRED PER 1000 m FENCE ERECTED						
DESCRIPTION	DIAMETER (mm)	UNIT	*LENGTH/ROLL (m)*	*MASS/ROLL (kg)*	NUMBER OFF STRANDS	LENGTH REQUIRED / 1000m FENCE
ROUND	3mm MS x 2mm HT	m	500	50	21	2100

MATERIAL SPECIFICATION

- ITEM 1: CAPPED STRAINING, GATE, BEND END AND INTERMEDIATE POSTS 3.3m LONG x 114mm OD x 3mm WALL THICKNESS MILD STEEL PIPE, IN ACCORDANCE WITH SANS CKS 2.
- ITEM 2: INCLINED STRUTS - 3.3m LONG x 60mm OD x 3mm WALL THICKNESS MILD STEEL PIPE.
- ITEM 3: HORIZONTAL STRUTS - 2.0m LONG x 60mm OD x 3mm WALL THICKNESS MILD STEEL PIPE.
- ITEM 4: ANCHOR PIN - 10mm Ø x 300mm LONG STEEL ROD.
- ITEM 5: STANDARDS (AVERAGE 65kg/m) - 3.05m LONG x 2.5kg/m ROLLED STEEL T-SECTION POST.
- ITEM 6: DROPPERS (AVERAGE 581kg/m) - 2.45m LONG x 0.56kg/m RIDGED MILD STEEL T-SECTION
- ITEM 7: GATES
- 7.1 GALVANISED MILD STEEL CONSTRUCTION, MEMBERS AND CONFIGURATION AS DETAILED WHERE DETAIL NOT INDICATED ON THIS PLAN, CONSTRUCTION TO BE IN ACCORDANCE WITH SANS CKS 146.
- 7.2 ALL JOINTS TO BE WELDED ALL ROUND CONSTRUCTION.
- 7.3 PADLOCK AND CHAIN, 450mm LENGTH OF LINK CHAIN WITH CENTRE WELDED TO 48 OD PIPE AND FITTED WITH 30ø x 5ø RIND AT EACH END WITH PADLOCK.
- ITEM 8: 3mm MILD STEEL OR 2mm Ø HIGH TENSILE STEEL ROUND WIRE - FULLY GALVANISED, (YELLOW LABEL)
- ITEM 9: BINDING WIRE - 2.0mm MILD STEEL FOR TYING TO POSTS, DROPPERS AND STANDARDS
- ITEM 10: BOLTS AND NUTS - 12mm FULLY GALVANISED WITH NUTS AND WASHERS.
- ITEM 11: WIRE STAYS 4mm 8-CORD STRAINING WIRE.

NOTES:

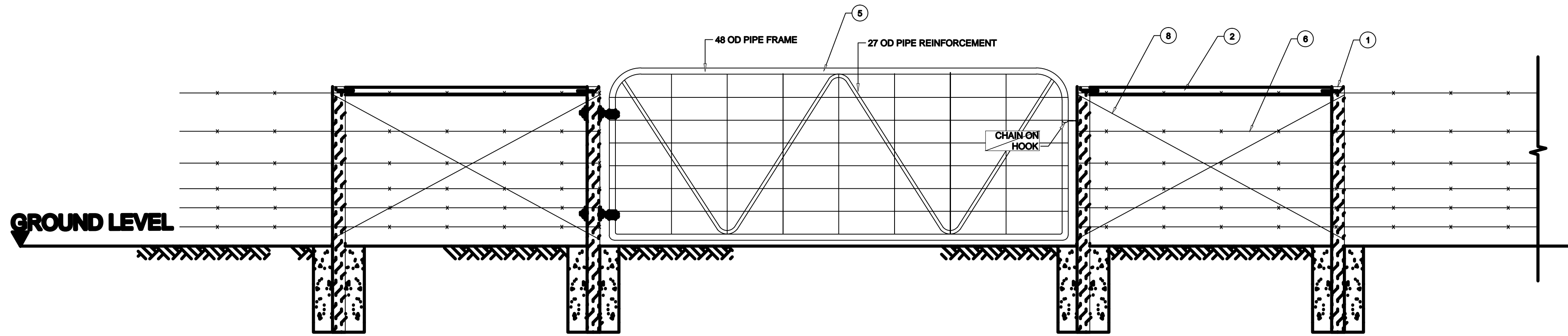
1. SPACING:
- STRAINING POSTS - MAX 300m IN SOIL
- MAX 500m IN ROCK
- EVENLY SPACED BETWEEN OTHER STRUTTED POSTS
- INTERMEDIATE POSTS - MAX 100m CENTRES, EVENLY SPACES BETWEEN OTHER STRUTTED POSTS
- STANDARDS - MAX 12m EVENLY SPACED BETWEEN STRUTTED POSTS
- DROPPERS - MAX 3m EVENLY SPACED BETWEEN STANDARDS AND / OR POSTS

2. FINISH
- WIRE - ALL WIRE TO BE GALVANISED IN ACCORDANCE WITH SANS 675 - 1997. ZINC COATED FENCING WIRE.
- REFER TO COATING THICKNESS TABLE
- STANDARDS - STANDARD COMMERCIAL BLACK PAINT.
- STEEL DROPPERS- STANDARD COMMERCIAL BLACK PAINT.
- POSTS - GALVANISED IN ACCORDANCE WITH SANS 32 FOR CLASS B1 ARTICLES OR PAINTED AS SPECIFIED HERE BELOW.

3. PAINTING
- ALL UN-GALVANISED STEEL WORK TO BE TREATED AS FOLLOWS:
- AFTER FABRICATION STEEL WORKS TO THOROUGHLY CLEANED OF GREASE, RUST AND SCALE AND THEN PAINTED:
- ONE COAT HIGH BUILD ZINC PHOSPHATE 975 MICRONS);
- ONE COAT UNIVERSAL ALKYD UNDERCOAT (30 MICRONS);
- ONE COAT ALUMINIUM FINISHING PAINT TO SANS 682 GRADE 1 (30 MICRONS). AFTER ERECTION THE SURFACE SHALL BE CLEANED AND LIGHTLY ABRADED TO A MATT FINISH AND PAINTED ONE COAT ALUMINIUM FINISHING PAINT TO SANS 682 GRADE 1 (30 MICRONS)

4. GENERAL
- a. ALL WIRE TO BE ERECTED ON THE ROAD RESERVE SIDE OF THE FENCE
- b. CONCRETE TO BE OF MINIMUM CONCRETE STRENGTH 20MPa AT 28 DAYS WITH BEVELLED EDGES
- c. ALL PIPE SECTIONS TO BE SEALED BY WELDING A 4mm PRESSES STEEL CAP AT THE TOP
- d. ALL ANCHOR PINS TO BE WELDED AS ROUND POSTS AND STRUTS
- e. BOUNDARY BEACONS, CONSISTING OF IRON STANDARDS IN CONCRETE, MAY NOT BE TAMPERED WITH

			DESIGNED BY	LDARD	CLIENT	 <p>DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT PRIVATE BAG X 9487 POLOKWANE 0700</p>	DISCIPLINE	ENGINEERING SERVICES		SHEET	1	OF	1
			CHECKED BY	LDARD			SERVICE	SUPPLY AND INSTALLATION OF FENCES		SCALE			
			DRAWN BY	LDARD			DRAWING TITLE	21 STRAND GAME-PROOF FENCE		AS SHOWN			
			CHECKED BY	LDARD						PLAN No.			
No.	DATE		REVISION							LDARD Fence 2019/0003			

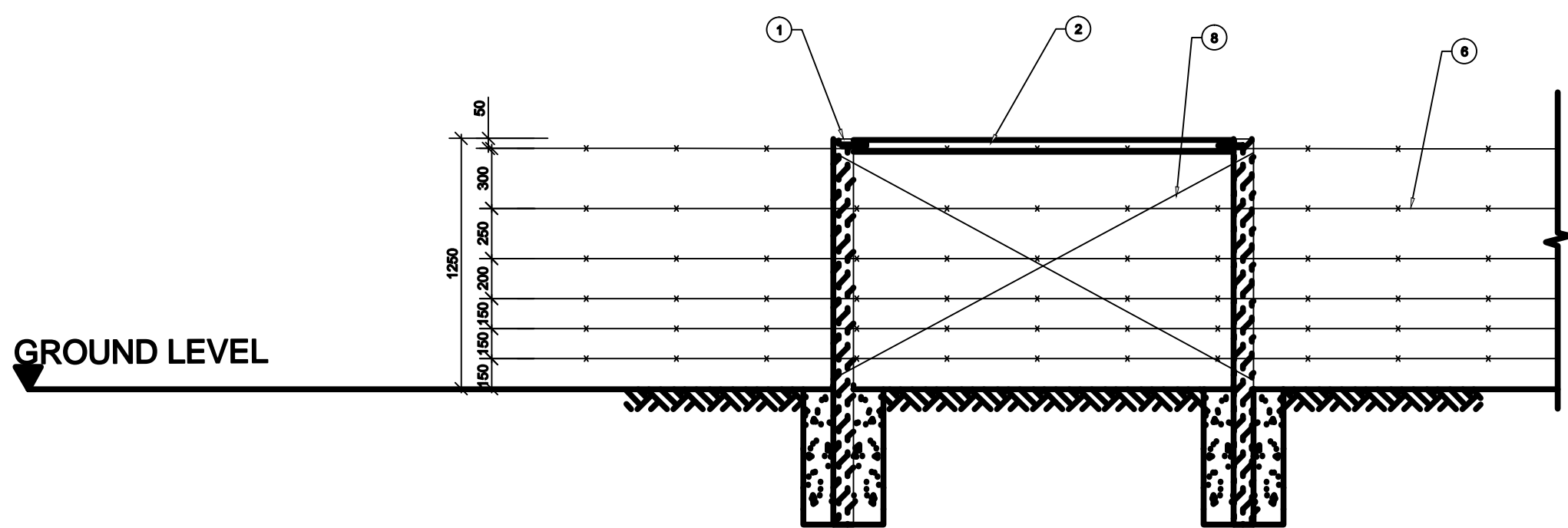


FENCE DETAIL AT GATE

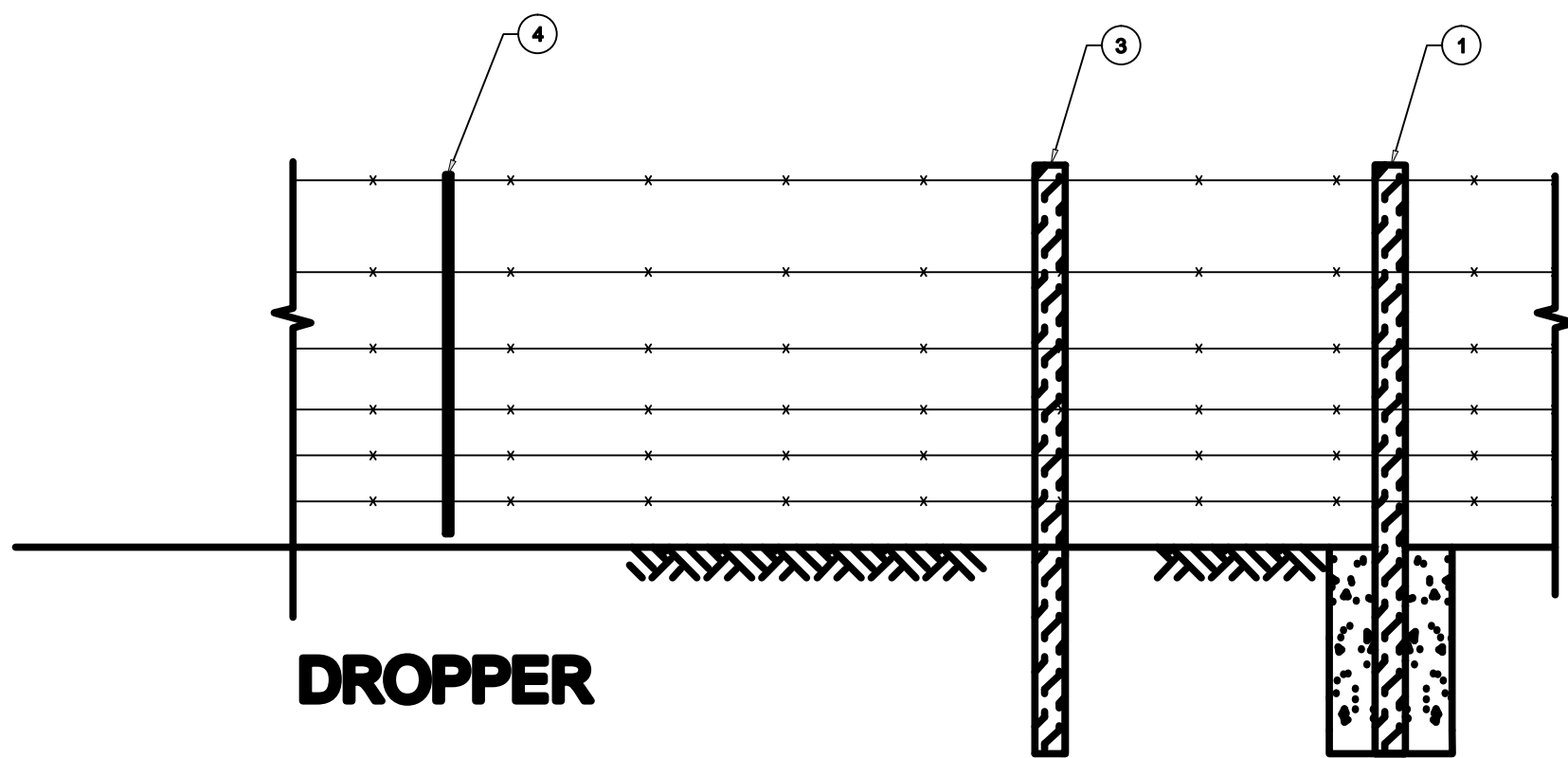
FENCING WIRE REQUIRED PER 1000 m FENCE ERECTED							
DESCRIPTION	DIAMETER (mm)	UNIT	*LENGTH/ROLL (m)*	*MASS/ROLL (kg)*	NUMBER OFF STRANDS	LENGTH REQUIRED / 1000m FENCE	NO OFF ROLLS / 1000m FENCE
OVAL SHAPED BARBED WIRE	2.8mm x 1.9mm	m	845	35	6	6000	7.2

NUMBER OFF STRAINING POSTS, STANDARDS AND DROPPERS REQUIRED PER 1000 m FENCE ERECTED					
DESCRIPTION	SPECIFICATION	*LENGTH (m)*	CONDITION OF GROUND	*MAX SPACING (m)*	NUMBER OFF REQUIRED / 1000m FENCE
STRAINING POSTS	125-150mmø	2.1	SOFT SOIL ROCK	300 500	3 2
INTERMEDIATE POSTS	125-150mmø	2.1	SOFT SOIL ROCK	100 100	8 7
STANDARDS	100-125mmø	2.1	ALL	12	83
DROPPERS	22-50mmø	1.2000	ALL	3	250

COATING THICKNESS TABLE - MASS OF THE ZINC COATING PER UNIT AREA		
NOMINAL ø OF ZINC COATED WIRE mm	MINIMUM MASS OF ZINC COATING PER UNIT AREA g/m²	APPROXIMATE EQUIVALENT AVERAGE THICKNESS mm
1.20 - 1.50	215	30
1.51 - 1.80	230	32
1.81 - 2.20	245	34
2.21 - 2.50	260	36
2.51 - 3.50	275	38
3.51 - 5.00	290	40



STRAINING POST DETAIL



DROPPERS, STANDARDS AND INTERMEDIATE

MATERIAL SPECIFICATION

ITEM 1: Corner / Straining / Intermediate posts: 2.1m long x 125 - 150mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457

ITEM 2: Horizontal Struts: 2.1m long x 100 - 125mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457

ITEM 3: STANDARDS (AVERAGE 83/km) - 2.1m long x 100 - 125mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457.

ITEM 4: DROPPERS (AVERAGE 250/km) - 1.20m long x 22-50mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H3: Hardwood SANS 457

ITEM 5: GATES

- 5.1 GALVANISED MILD STEEL CONSTRUCTION, MEMBERS AND CONFIGURATION AS DETAILED
- 5.2 WHERE DETAIL NOT INDICATED ON THIS PLAN, CONSTRUCTION TO BE IN ACCORDANCE WITH SANS CKS 146.
- 5.3 ALL JOINTS TO BE WELDED ALL ROUND CONSTRUCTION.
- 5.4 PADLOCK AND CHAIN, 450mm LENGTH OF LINK CHAIN WITH CENTRE WELDED TO48 OD PIPE AND FITTED WITH 30ø x 5ø RIND AT EACH END WITH PADLOCK.

ITEM 6: BARBED WIRE (IN ACCORDANCE WITH SANS 675 - 1997) CAMPEON HIGH-TENSILE-GRADE SINGLE-STRAND 2.8mm x 1.9mm OVAL-SHAPED WIRE WITH 4 x BARBS EVENLY SPACED AT 125mm CENTRES.

ITEM 7: BINDING WIRE - 2.0mm MILD STEEL FOR TYING TO POSTS, DROPPERS AND STANDARDS

ITEM 8: WIRE STAYS 3mm 8-CORD STRAINING WIRE.

NOTES:

1. SPACING:

- STRAINING POSTS** - MAX 300m IN SOIL
- MAX 500m IN ROCK
- EVENLY SPACED BETWEEN OTHER STRUTTED POSTS
- INTERMEDIAT POSTS** - MAX 100m CENTRES, EVENLY SPACES BETWEEN OTHER STRUTTED POSTS
- STANDARDS** - MAX 12m EVENLY SPACED BETWEEN STRUTTED POSTS
- DROPPERS** - MAX 3m EVENLY SPACED BETWEEN TANDARDS AND / OR POSTS

2. FINISH

- WIRE** - ALL WIRE TO BE GALVANISED IN ACCORDANCE WITH SANS 675 - 1997. ZINC COATED FENCING WIRE.
- REFER TO COATING THICKNESS TABLE
- STANDARDS** - CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457

POSTS - CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457

3. PAINTING -Gates

ALL UNGALVANISED STEEL WORK TO BE TREATED AS FOLLOWS:

AFTER FABRICATION STEEL WORKS TO THOROUGHLY CLEANED OF GREASE, RUST AND SCALE AND THEN PAINTED:

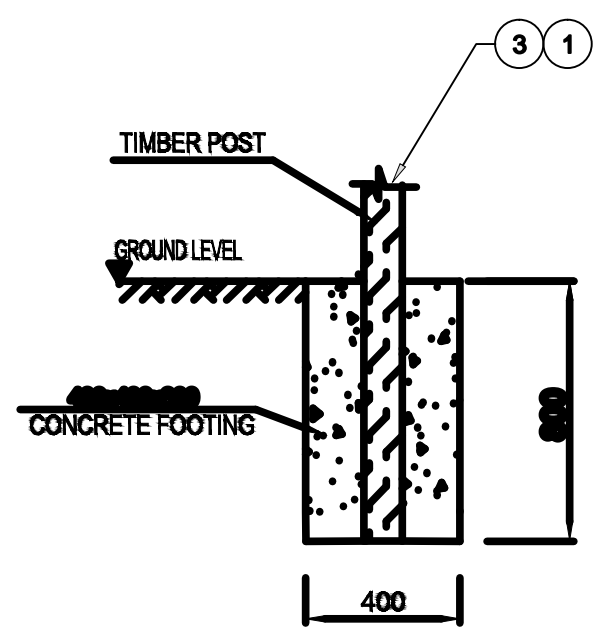
ONE COAT HIGH BUILD ZINC PHOSPHATE 975 MICRONS);

ONE COAT UNIVERSAL ALKYD UNDERCOAT (30 MICRONS);

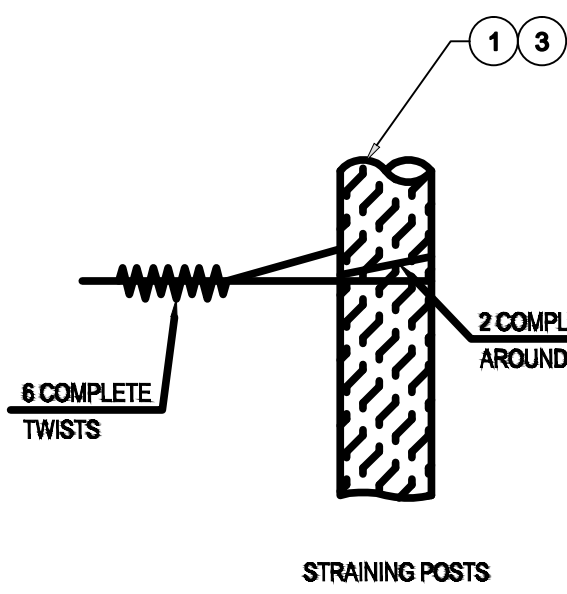
ONE COAT ALUMINIUM FINISHING PAINT TO SANS 682 GRADE 1 (30 MICRONS), AFTER ERECTION THE SURFACE SHALL BE CLEANED AND LIGHTLY ABRADED TO A MATT FINISH AND PAINTED ONE COAT ALUMINIUM FINISHING PAINT TO SANS 682 GRADE 1 (30 MICRONS)

4. GENERAL

- a. ALL WIRE TO BE ERECTED ON THE ROAD RESERVE SIDE OF THE FENCE
- b. CONCRETE TO BE OF MINIMUM CONCRETE STRENGTH 20MPa AT 28 DAYS WITH BEVELLED EDGES
- c. BOUNDARY BEACONS, CONSISTING OF IRON STANDARDS IN CONCRETE, MAY NOT BE TAMPERED WITH



DETAILS OF POST FOOTINGS
400x400x600



FASTENING OF BARBED WIRE TO DROPPERS, STANDARDS AND DROPPERS

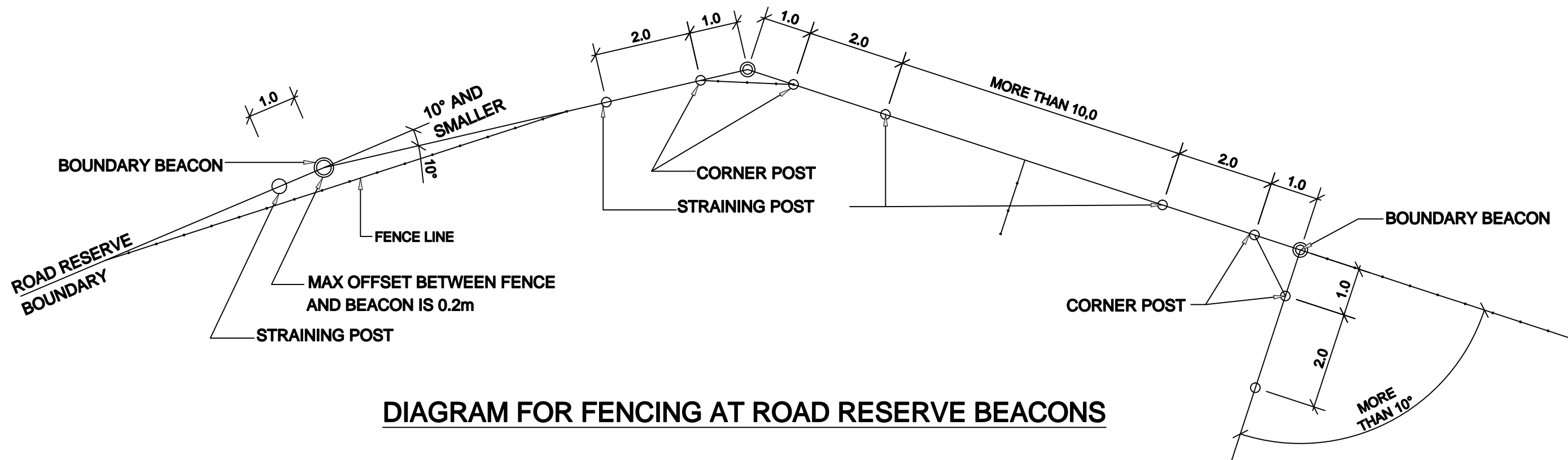
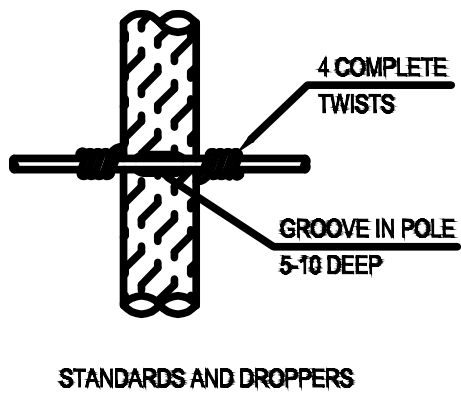

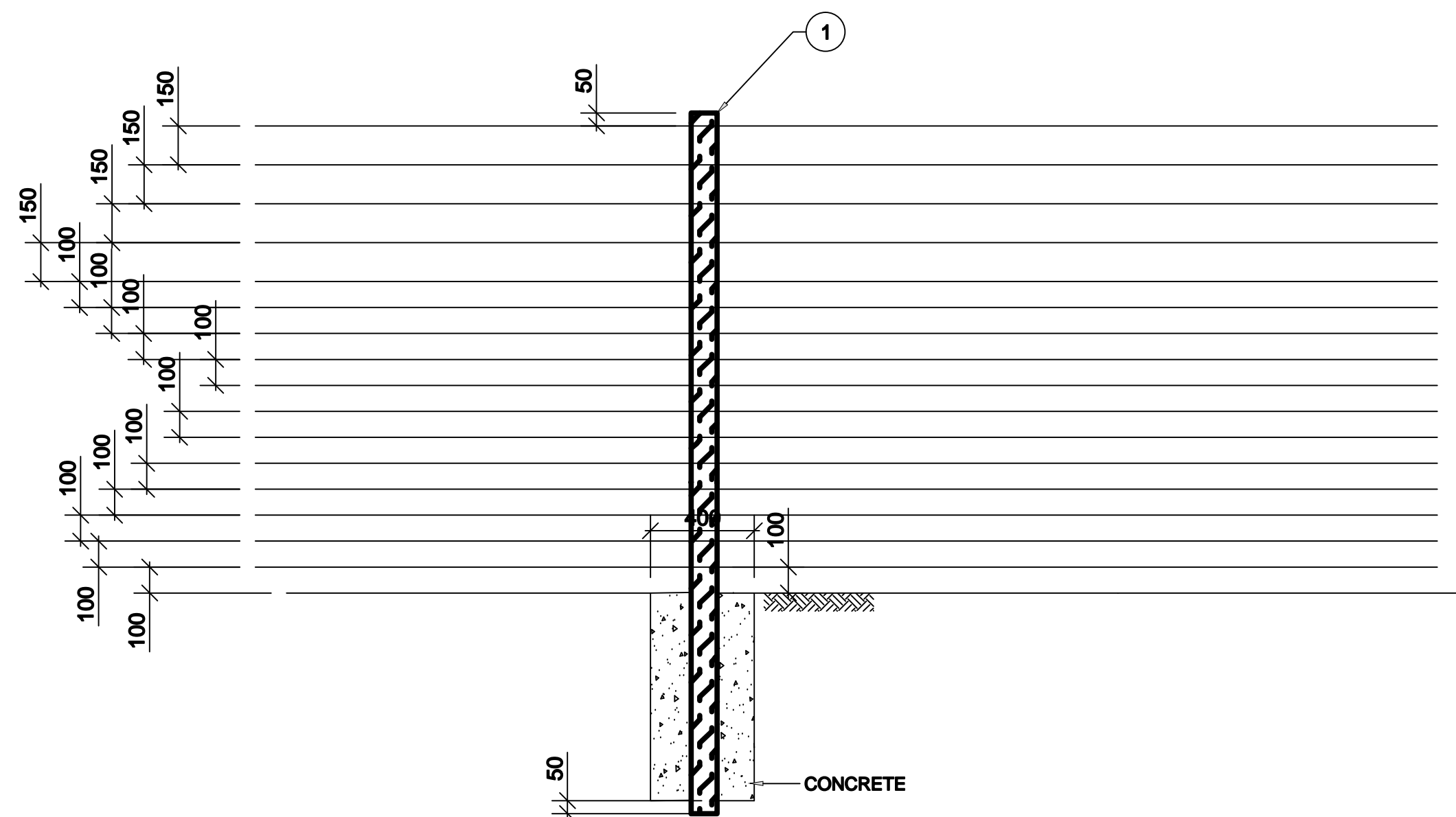
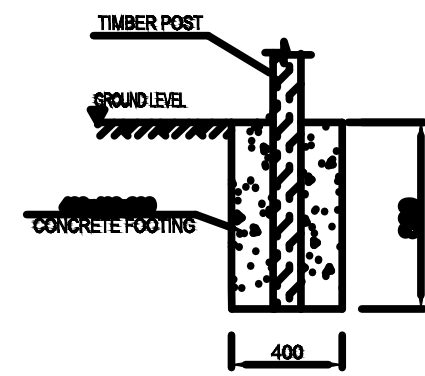


DIAGRAM FOR FENCING AT ROAD RESERVE BEACONS

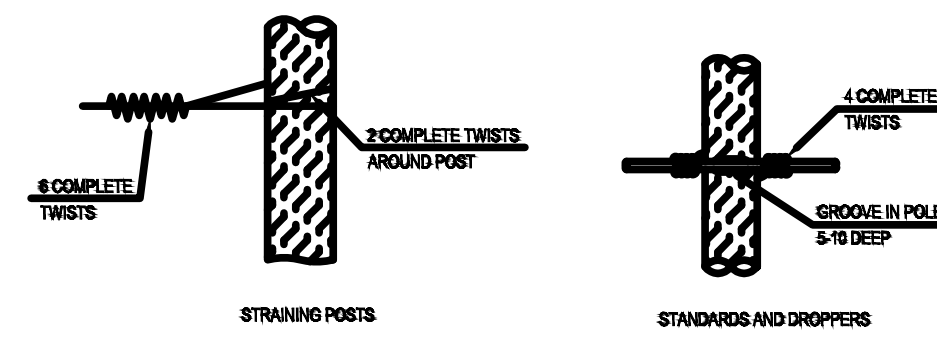
			DESIGNED BY	LDARD	<div>CLIENT</div> <div></div> <div>DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT PRIVATE BAG X 9487 POLOKWANE 0700</div>	DISCIPLINE	ENGINEERING SERVICES	SHEET	1	OF	1
			CHECKED BY	LDARD		SERVICE	SUPPLY OF FENCES	SCALE	AS SHOWN		
			DRAWN BY	LDARD		DRAWING TITLE	6 STRAND WOODEN STOCK-PROOF FENCE	PLAN No.	LDARD Fence 2019/0005		
No.	DATE	REVISION	CHECKED BY	LDARD							



STRAINING POST



DETAILS OF POST FOOTINGS - DETAIL "X"



FASTENING OF BARBED WIRE TO DROPPERS,

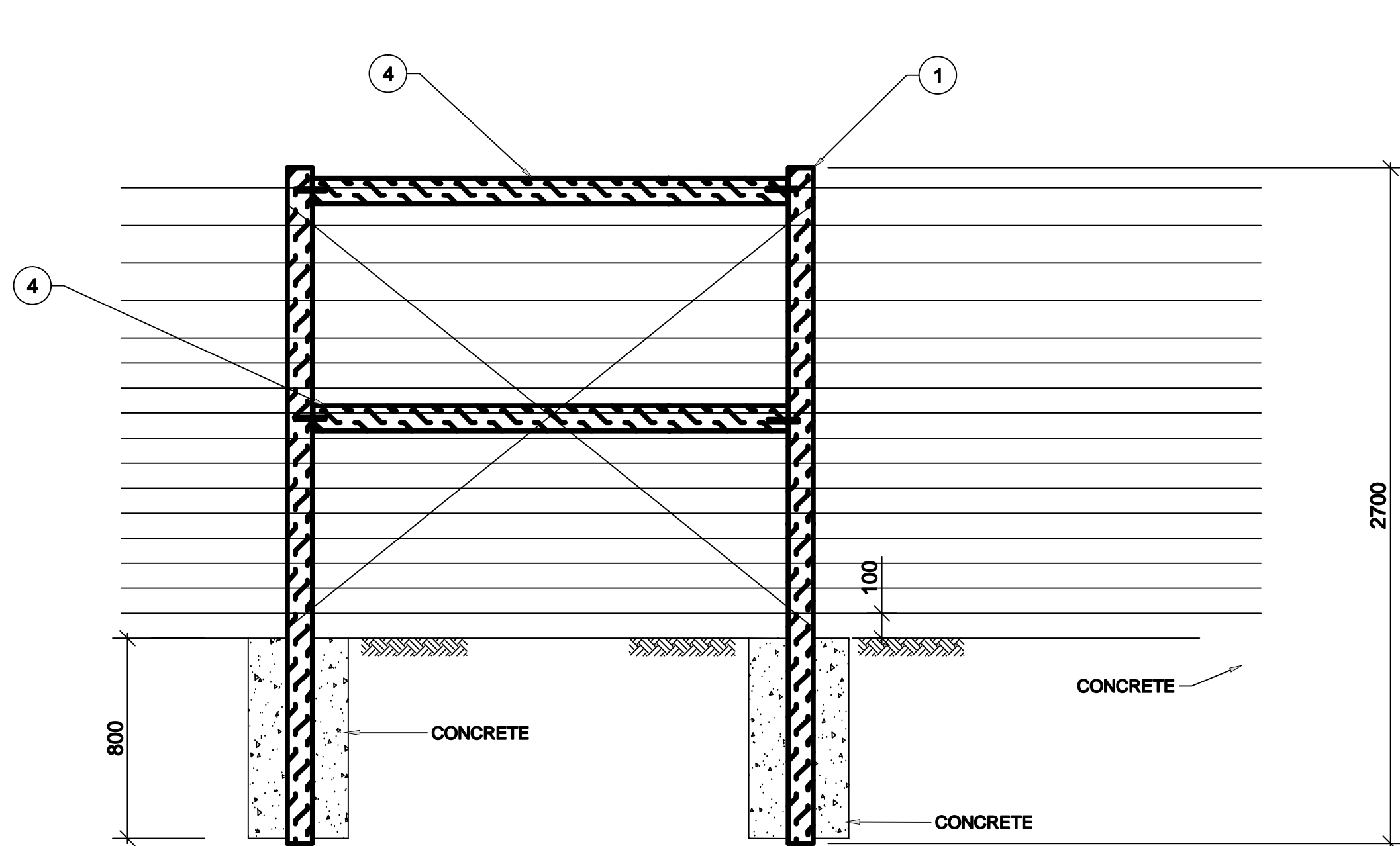
COATING THICKNESS TABLE - MASS OF THE ZINC COATING PER UNIT AREA		
NOMINAL Ø OF ZINC COATED WIRE mm	MINIMUM MASS OF ZINC COATING PER UNIT AREA g/m²	APPROXIMATE EQUIVALENT AVERAGE THICKNESS mm
1.20 - 1.50	215	30
1.51 - 1.80	230	32
1.81 - 2.20	245	34
2.21 - 2.50	260	36
2.51 - 3.50	275	38
3.51 - 5.00	290	40

MATERIAL SPECIFICATION

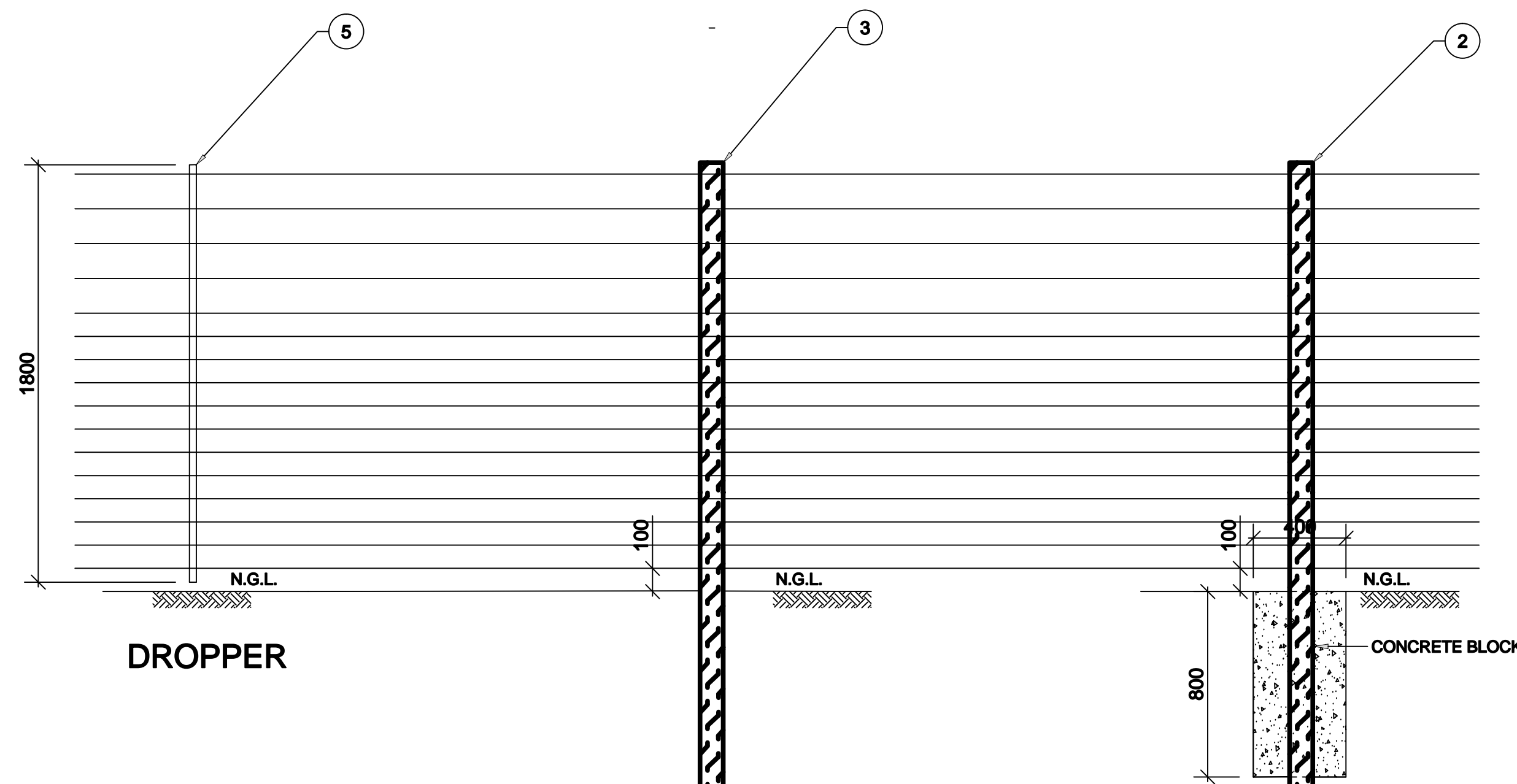
- ITEM 1: STRAINING, GATE, BEND AND CORNER POSTS: 2.7m long x 150 - 175mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457. With Nail Plates
- ITEM 2: INTERMEDIATE POSTS: 2.7m long x 125 - 150mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457. With Nail Plates
- ITEM 3: STANDARDS: (AVERAGE 581km) 2.7m long x 100 - 125mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457. With Nail Plates
- ITEM 4: Horizontal Struts: 2.1m long x 100 - 125mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H4: Hardwood SANS 457. With Nail Plates
- ITEM 5: DROPPERS (AVERAGE 581km) -1.80m long x 125 - 150mm CCA (Cromium Chlor Arseen) Preservative treated to SANS 1288 hazard class H3: Hardwood SANS 457.
- ITEM 6: GATES
- 6.1 GALVANISED MILD STEEL CONSTRUCTION, MEMBERS AND CONFIGURATION AS DETAILED WHERE DETAIL NOT INDICATED ON THIS PLAN, CONSTRUCTION TO BE IN ACCORDANCE WITH SANS CKS 146.
- 6.2 ALL JOINTS TO BE WELDED ALL ROUND CONSTRUCTION.
- 6.3 PADLOCK AND CHAIN, 450mm LENGTH OF LINK CHAIN WITH CENTRE WELDED TO 48 OD PIPE AND FITTED WITH 30ø x 5ø RIND AT EACH END WITH PADLOCK.
- ITEM 7: 3mmø MILD STEEL OR 2mm ø HIGH TENSILE STEEL ROUND WIRE - FULLY GALVANISED, (YELLOW LABEL)
- ITEM 8: BINDING WIRE - 2.0mm MILD STEEL FOR TYING TO POSTS, DROPPERS AND STANDARDS
- ITEM 9: BOLTS AND NUTS - 12mm FULLY GALVANISED WITH NUTS AND WASHERS.
- ITEM 10: WIRE STAYS 4mm 8-CORD STRAINING WIRE.

NOTES:

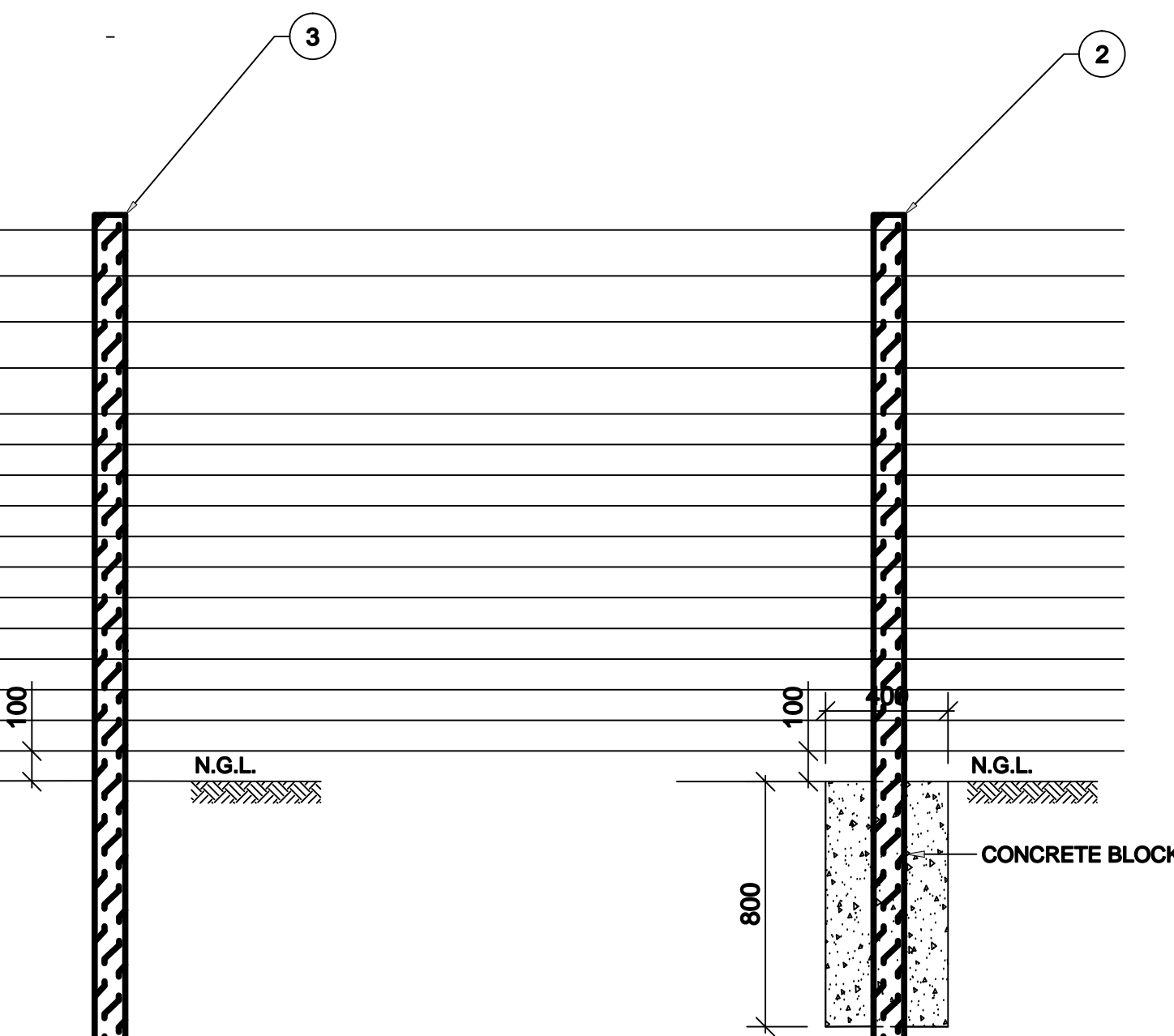
1. SPACING:
- STRAINING POSTS - MAX 300m IN SOIL
- MAX 500m IN ROCK
- EVENLY SPACED BETWEEN OTHER STRUTTED POSTS
- INTERMEDIATE POSTS - MAX 100m CENTRES, EVENLY SPACES BETWEEN OTHER STRUTTED POSTS
- STANDARDS - MAX 12m EVENLY SPACED BETWEEN STRUTTED POSTS
- DROPPERS - MAX 3m EVENLY SPACED BETWEEN STANDARDS AND / OR POSTS
2. FINISH
- WIRE - ALL WIRE TO BE GALVANISED IN ACCORDANCE WITH SANS 675 - 1987. ZINC COATED FENCING WIRE.
-REFER TO COATING THICKNESS TABLE
3. PAINTING
- ALL UN-GALVANISED STEEL WORK TO BE TREATED AS FOLLOWS:
- AFTER FABRICATION STEEL WORKS TO THOROUGHLY CLEANED OF GREASE, RUST AND SCALE AND THEN PAINTED:
ONE COAT HIGH BUILD ZINC PHOSPHATE 975 MICRONS);
ONE COAT UNIVERSAL ALKYD UNDERCOAT (30 MICRONS);
ONE COAT ALUMINIUM FINISHING PAINT TO SANS 682 GRADE 1 (30 MICRONS). AFTER ERECTION THE SURFACE SHALL BE CLEANED AND LIGHTLY ABRADED TO A MATT FINISH AND PAINTED ONE COAT ALUMINIUM FINISHING PAINT TO SANS 682 GRADE 1 (30 MICRONS)
4. GENERAL
- a. ALL WIRE TO BE ERECTED ON THE ROAD RESERVE SIDE OF THE FENCE
- b. CONCRETE TO BE OF MINIMUM CONCRETE STRENGTH 20MPa AT 28 DAYS WITH BEVELLED EDGES
- c. ALL PIPE SECTIONS TO BE SEALED BY WELDING A 4mm PRESSES STEEL CAP AT THE TOP
- d. BOUNDARY BEACONS, CONSISTING OF IRON STANDARDS IN CONCRETE, MAY NOT BE TAMPERED WITH



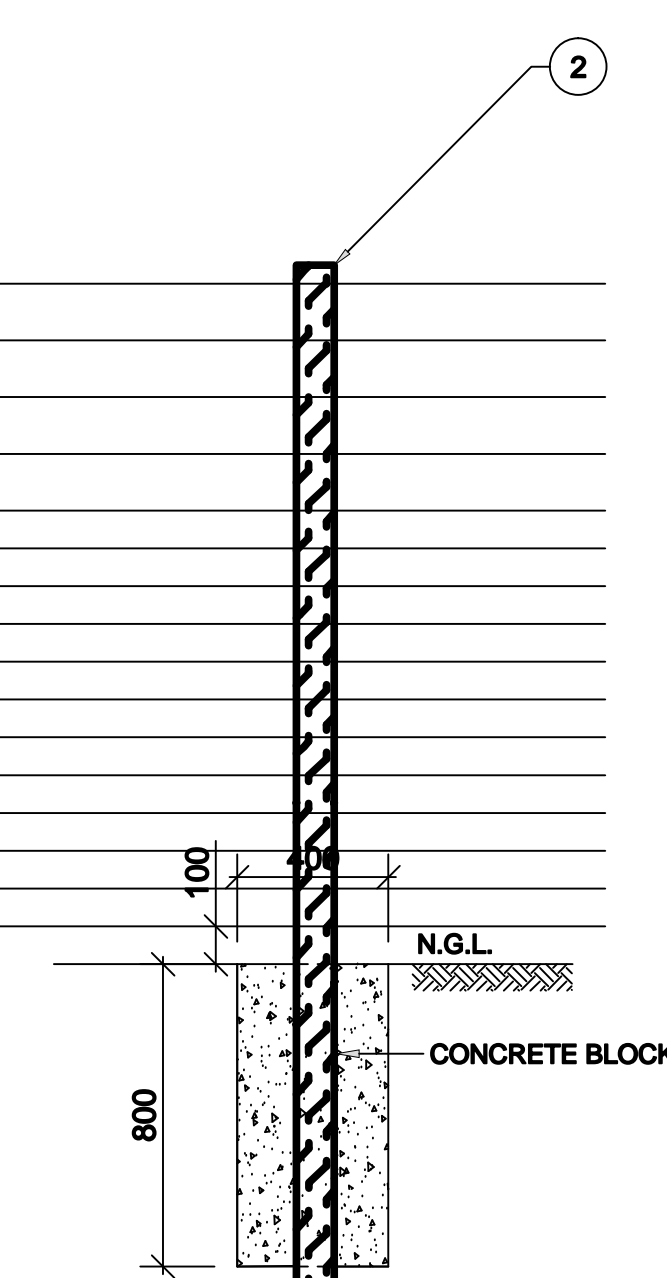
GATE, CORNER OR STRAINING POST



DROPPER

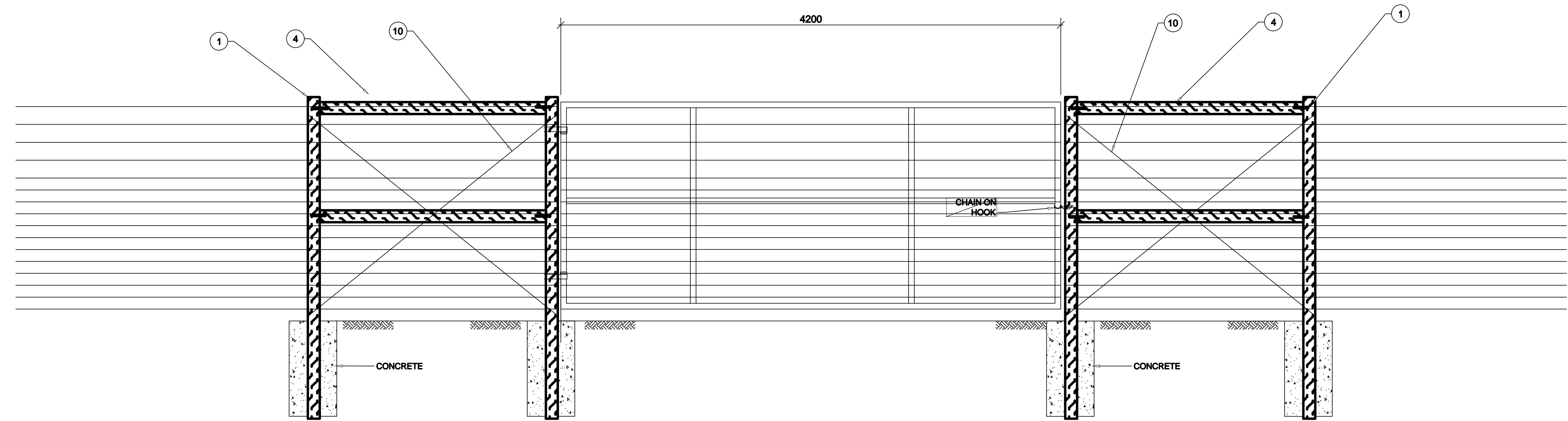


STANDARD



INTERMEDIATE POST

NUMBER OFF STRAINING POSTS, STANDARDS AND DROPPERS REQUIRED PER 1000 m FENCE ERECTED					
DESCRIPTION	SPECIFICATION	"LENGTH (m)"	CONDITION OF GROUND	"MAX SPACING (m)"	NUMBER OFF REQUIRED / 1000m FENCE
STRAINING POSTS	150-175mmø	2.7	SOFT SOIL ROCK	300 500	6 4
INTERMEDIATE POSTS	125-150mmø	2.7	SOFT SOIL ROCK	100 100	7 8
STANDARDS	100-125mmø	2.7	ALL	12	83
DROPPERS	22-50mmø	1.8000	ALL	1	581



GAMEPROOF FENCING

FENCING WIRE REQUIRED PER 1000 m FENCE ERECTED							
DESCRIPTION	DIAMETER (mm)	UNIT	"LENGTH/ROLL (m)"	"MASS/ROLL (kg)"	NUMBER OFF STRANDS	LENGTH REQUIRED / 1000m FENCE	NO OFF ROLLS / 1000m FENCE
ROUND	3mm MS x 2mm HT	m	500	50	16	2100	33

			DESIGNED BY	LDARD	CLIENT	 <p>DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT PRIVATE BAG X 9487 POLOKWANE 0700</p>	DISCIPLINE	ENGINEERING SERVICES	SHEET	1	OF	1	
			CHECKED BY	LDARD			SERVICE	SUPPLY AND INSTALLATION OF FENCES	SCALE	AS SHOWN			
			DRAWN BY	LDARD			DRAWING TITLE	16 STRAND WOODEN GAME-PROOF FENCE ----- CLASS 2	PLAN No.	LDARD Fence 2019/0007			
No.	DATE	REVISION	CHECKED BY	LDARD									

PART T: THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE SCHEDULES

PART T1: TENDERING PROCEDURES

TABLE OF CONTENTS		Page
T1.1:	TENDER NOTICE AND INVITATION TO TENDER	T.2
T1.2:	TENDER DATA	T.4
T1.3:	ANNEXURE F: STANDARD CONDITIONS OF TENDER	T.14

T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1: TENDER NOTICE / INVITATION TO TENDER



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

BID NO: ACDP 24/03

CLOSING DATE: 19 August 2024 at 11H00

TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A PERIOD OF THREE (3) YEARS

Tenders are hereby invited for a Term Contract for the Supply, Delivery, Offloading and Packing of Fencing Materials in the Limpopo Province.

Tender documents will be obtainable from the departmental website: www.lidard.gov.za, from 29 July 2024. Bid documents must be printed and bound in the order/sequence/numbering provided. No omission of pages/ documents will be allowed.

Duly completed tenders enclosed in a sealed envelope marked “**BID FOR: TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF FENCING MATERIALS, BID NO.: ACDP 24/03, CLOSING DATE: 19 August 2024**” with the name of the Bidder, shall be deposited in the clearly marked tender box provided at the Limpopo Department of Agriculture and Rural Development, Temo Towers Building, 69 Biccard Street, Polokwane before **11h00** on the closing date. The tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, 10 points in respect of targeted goals and 90 points in respect of price. Tenderers must have the necessary skills, experience and capacity to perform the required work.

Contact Person: Me. M Mononyane
Limpopo Department of Agriculture and Rural Development
Tel No. (015) 294 3434

Employer: Mr. M.L. Manthata
Tel No. (015) 294 3000
For
Limpopo Department of Agriculture and Rural Development
Private Bag X9487
POLOKWANE
0700

T1.2. TENDER DATA

The Conditions of Tender is the Standard Conditions of Tender as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Tenderers in this Tender in the section T1.3 of the Tender Data.

The Standard Conditions of Tender 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 Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

C.1.1 The Employer for this Contract is: **Limpopo Department of Agriculture and Rural Development**

C.1.2 Tender Documents

The Tender Document consists of the following:

TENDER

T1: Tendering Procedures

- T1.1: Tender Notice and Invitation to Tender
- T1.2: Tender Data
- T1.3: Standard Conditions of Tender

T2: Returnable Documents

- T2.1: List of Returnable Documents
- T2.2: Returnable schedules

CONTRACT

Part 1: Agreements and Contract Data

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data
- C1.3: Form of Guarantee
- C1.5: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act (No 85, 1993)

Part 2: Pricing Data

- C2.1: Pricing Instructions
- C2.2: Bill of Quantities

Part 3: Specifications

C.1.4 The Employer's agent is:

Name : Limpopo Department of Agriculture and Rural Development (Mr. Manthata ML)
Address : Private Bag X9676
Polokwane
0700
Telephone : (015) 294 3000 Fax: (015) 294 4504
E-Mail Address : ManthataML@agric.limpopo.gov.za

C.1.5 The Employer's right to accept or reject any Tender Offer

The Employer may accept or reject any variation, deviation, Tender Offer, or alternative Offer, and may cancel the Tender process and reject all Tender Offers at any time before the formation of a Contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

Service providers will be appointed to render a service anywhere in the Limpopo Province. The Department reserves the right to appoint any number of responsive Service Providers with the highest scoring points into the contract database.

C.2.1 Eligibility

A Tenderer will not be eligible to submit a Tender if:

- (a) The Supplier submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The Tenderer does not have the legal capacity to enter into the Contract;
- (c) The Supplier submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the Contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the Contract.
- (g) Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Specifications are eligible to submit Tenders.

C.2.7 Site visit and clarification meeting

The compulsory briefing session is scheduled as follows:

- i. Date : 08 August 2024
- ii. Time : 10:00
- iii. Venue : Department of Agriculture and Rural Development, 69 Biccard Street, Polokwane,

F.2.10 Pricing the Tender Offer

(a) Value Added Tax

- The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by Legislation.
- The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in Terms of Contract Offer have been agreed with the Employers agent and a Certificate of Payment issued.
- Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderer's liability with the South African Revenue Services is effective.

C.2.11 Alterations to document

A Tender Offer shall not be considered if alterations have been made to the Forms of Tender data or Contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.

C.2.12 Alternative Tender Offers

No alternative Offers will be considered.

C2.13 Submitting a Tender Offer

C.2.13.3 Tender Offers shall be submitted as an original only.

Under no circumstances whatsoever may the Tender forms be retyped or redrafted.

Photocopies of the original Tender documentation may be used, but an original signature must appear on such photocopies.

C.2.13.5 The Employer's address for delivery of Tender Offers and identification details to be shown on such Tender Offer packages are:

Location of the Tender box: Limpopo Department of Agriculture and Rural Development
Physical address: 69 Biccard Street
Temo Towers Building parking lot, Polokwane

Identification details: Tender for: TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A PERIOD OF THREE (3) YEARS
Bid No.: ACDP 24/03

Closing Date: 19 August 2024 at 11h00

C.2.15 Closing Time

The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Tenders will not be accepted.

C.2.16 Tender Offer validity

The Tender Offer validity period is 240 days from the closing time for submission of Tenders.

C.2.18 Provide other material

The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed together with satisfactory evidence that such staff members satisfy the eligibility requirements

C.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

C.2.22 Return of Tender Documents

Not applicable.

C.2.23 Certificates

The Tenderer is required to submit with his Tender the following:

See under F3.11 iii for the required documents

Certification of copies of documents should not be older than 3 months

F.3.4 Opening of Tender Submissions

Tenders will be opened immediately after the closing time for Tenders. The time and location for opening of the Tender Offers are:

Time: 11h00 Date: 19 August 2024

Venue: 69 Biccard Street, Temo Towers Building parking lot, Polokwane

C.3.5 The one-envelope system will apply to this Tender.

C.3.11 Evaluation of Tender Offers

PRE-COMPLIANCE EVALUATION

Criteria	Requirements
Pre-compliance criteria	The Service Provider must submit all documents as outlined below.
Preferential points for specific goals	Bidders will be allocated preferential points for specific goals as per table 7.2.2 d

F3.11.1 The evaluation process entails the following:

Phase 1: Pre-Compliance evaluation

- i. During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time.
- ii. The following key information of bidders will be verified on the CSD in line with the Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:
 - a) Business registration including details of directorship and membership
 - b) In the service of the state status
 - c) Tax compliance status
 - d) Identity number (s)
 - e) Tender defaulting and restriction status, and
 - f) Any additional and supplementary verification information communicated by National Treasury

iii. REQUIRED DOCUMENTS:

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Signing of Attendance Register for the Compulsory site briefing	YES	Must attend the compulsory site briefing as per the scheduled date and time and ensure to sign the attendance register.
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document. In case of JV, both partners must submit/ be represented on the submission.
Pricing Schedule – SBD 3.2	YES	Complete and sign the supplied pro forma document. In case of JV, both partners must submit/ be represented on the submission.
Bill of Quantities	YES	All items of the BOQs must be fully completed (handwritten) using black ink (rates, amounts and sums), responsive and submitted with the bid by the closing date and time. No overriding of figures.
Bidders Disclosure – SBD 4	YES	Complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies. Refer to Paragraph 2.3). In case of J/V's bidders should complete separate SBD 4's. In case of JV, both partners must submit/ be represented on the submission.
Preference Point Claim Form – SBD 6.1	YES	Non-Returnable of the supplied pro forma document will lead to Disqualification. Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached. In case of JV, both partners must submit/ be represented

		on the submission.
Joint Ventures (J/V)	YES	Attach a valid JV agreement. Non-submission will lead to disqualification. In the case of an award, the company need to register on CSD as a JV. The process is that the service providers must register the JV at SARS then open a JV bank account. With those documents they can then register the JV on CSD. The department will only make payment to a JV account. Bidders should complete 2 separate SBD 4 for each company
Workmen's Compensation Registration Certificate	NO	Must submit valid copy of COIDA certificate or proof of payment thereof. In case of JV, both partners must submit.
Completeness of the tender document.	YES	Bidders are required to complete the entire bid document without omission of pages and in the provided sequence. Supporting documents must be attached with list of indexes/ Annexures and in order of the indicated index sequence. The tender document to be fully completed in Black ink (not typed).
Specification	YES	Must comply with the specification
Compulsory Enterprise Questionnaire	YES	Must be fully completed, signed by the authorized person/s and submitted with the bid by the closing date and time. In case of J/V's bidders should complete separate forms or be represented.
Attendance Register for the Compulsory site briefing	YES	Must attend the compulsory site briefing as per scheduled date and time and ensure to sign the attendance register.
SABS/SANAS Certificate from manufacturer and agreement letter	YES	Tenderers must furnish proof of certified product approved by the body or agreement letter with the manufacturer.

iv. The Service Provider must ensure that they meet the following requirements before the bid can be awarded:

Criteria	Requirement
Tax compliance status	"Bidder must be tax compliant before the bid is awarded, i.e. <i>Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling</i> "
Business registration	The bidder must be registered on CSD and CSD must indicate that the bidder is active
Company registration with central supplier database (CSD)	Must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	The bid will not be considered if Shareholders or directors are employed by state/ government departments, municipalities, municipal entities, or public entities unless the approval from executive authority to do business with the state is submitted with the proposal
Tender defaulting and	Entity and directors must not be restricted

Criteria	Requirement
restriction status	

RESOURCES (EQUIPMENT AND HUMAN)

The works under this contract require the following equipment to transport the materials to the various sites:

LDV and 5-ton truck or more.

(Please indicate if owned or leased by supplier)

Due to the nature of the project, supply, delivery, offloading and packing only:

CATEGORY	EXPERIENCE	NUMBER OF YEARS OF EXPERIENCE
Technical Assistants	Minimum of Grade 12 National Senior Certificate qualification and Experience in the ordering and purchase of Fencing materials	3
Drivers	Qualified and Experience in the delivery of materials/goods	3
Labourers	Hardware handyman duties experience	6 months

Functionality Evaluation Criteria = 100 points

The minimum score required for functionality is **70 points** in order to qualify for further evaluation. A bidder who scores less than **70 points** on functionality will be disqualified.

	FUNCTIONALITY	CRITERIA	VALUE	WEIGHT
1	Proven capacity and experience in the supply and delivery of fencing related materials - Detailed experience of the bidder or company relating to similar work and track record (please attach appointment letters and purchase orders and reference letters with contact details and values of the contracts)	No information provided	0	40
		R 50 000 – R 500 000	1	
		R 500 001 – R 1000 000	2	
		R 100 001 –R 3 000 000	3	
		R 3 000 001- R 6 000 000	4	
		Above R 6 000 000.00	5	
2	Availability of delivery Transport (vehicle registration copies must be attached)	No transport or commitment indicated	0	20
		Letter of commitment or Agreement from fleet company for hiring both LDV and 5 ton truck	2	
		Own one of the two and hire one of the two: LDV and 5 ton	3	
		Own LDV and 5 ton	5	
3	Financial Capacity Bidders are required to submit proof or evidence of financial capacity by providing: • proof of overdraft facility in the name of business or self-fund (Bank letter or financial institution letter must be signed and not older than one month). NB [only overdraft amount will be considered on the letter], or • Letter of intent from registered financial institutions with NCR (i.e. stamped letter not older than one month)	No submission of information or letter with no amount	0	20
		Less than R1 000 000	1	
		R1 000 001 – R2 000 000	2	
		R2 000 001 – R3 000 000	3	
		R3 000 001 – R4 000 000	4	
		R4 000 001 and more	5	

4.	Proof of office location	Office of bidder outside the borders of Limpopo Province	0	20
	Evidence	Office of bidder within borders of Limpopo Province	5	
	Bidders must submit proof of residence from Local Municipality (Utility bill) or Confirmation of pre-paid utility from ESKOM (not older than 3 months) or Title Deed or Lease agreement or PTO or letter from the tribal authority.			
	Total Functionality			100

7.2.2 90/10 PREFERENCE POINT SYSTEM FOR GOODS AND SERVICES

a. The preferential points will be allocated for specific goals as prescribed in Section 2 of the Preferential Procurement Policy Framework Act (5 of 2000), Paragraph 3.2.1 and 7.7 of the Reconstruction and Development Programme White Paper of 1994 and the Broad-Based Economic Empowerment Act, 2003.

b. The following formula must be used to calculate the points for price of tenders/procurement (quotations) including “tenders for income generating contracts” with Rand Value **below a Million** to be calculated as per the below table inclusive of all applicable taxes:

c.

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

d. A maximum of **10 points** will be awarded in accordance with the table below:

NO	PREFERANTIAL GOALS	10 POINTS	MEANS OF VERIFICATION
1	Black People ownership > 51%	7	CSD report and copy of company registration document
2	Women Ownership > 51%	1	Identity Document
3	Persons with Disability Ownership >51%	1	Latest three months valid medical report from the registered medical practitioner and CSD report
4	Youth Ownership >51%	1	Identity Document
TOTAL POINTS		10	

e. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

f. **Only the tender with the highest number of points scored may be selected for an award.**

1. Special Conditions

- Bidders who intend to cede their rights to payment to an institution as prescribed in 4.1 should attach a cession agreement with their bid proposal
- Payment will only be made in accordance with the delivery of service that will be agreed upon by both parties and upon receipt of an original invoice.
- **It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is in excess of R1 million**
- The service provider is required to provide a quote for all items, failure to quote according to the specification will invalidate your bid.
- The Department will not make any upfront payment to a successful service provider
- The department reserves the right to conduct a risk assessment for the recommended service provider to verify the provided information and authenticate the supporting documentation and may disqualify the service provider if the risk analysis feedback is negative.
- The Department will appoint several qualifying service providers to a maximum of **twenty (20)**, with the highest scoring points into the contract database

2. Inspection of Bidders

Only the premises of the highest scoring points Tenders will be inspected. The inspection will be done on the following:

- a) Physical structure or business where business activities take place
- b) Main business activities
- c) Track record will be verified
- d) Relatedness of the main business activities to the tender under review
- e) Office furniture and space
- f) Office Equipment, IT facilities and computer software used to produce the required service
- g) Registration documents and accredited certificates
- h) Audited Financial annual statements to verify financial position
- i) Verification of Equipment, including 3rd party premises if required.
- j) Submit electronic BOQ (excel format) for verification of bid rates (excel template will be uploaded on the website together with the bid document).

3. Acceptance of Submissions

Submission will only be accepted on the condition that:

- a) the Submission is signed by a person authorised to sign on behalf of the Tenderer;
- b) a Tenderer who submitted as a Joint Venture has included an acceptable Joint Venture Agreement with his Submission;
- c) the Tenderer or a competent authorised representative of the Company who submitted the Submission has attended the compulsory clarification meeting;
- d) the Tenderer or any of its principals 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;
- e) the Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
- f) the Tenderer or any of its Principals, Directors or Managers is not employed in the service of the State or any Municipality. In the event that such Principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Submission.
- g) the Employer is satisfied that the Tenderer or any of his Principals have not influenced the Call for Expression of Interest Submission and acceptance by the following criteria:
 - a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
 - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
 - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
 - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;
 - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed Tender;

- f. the Employer may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already.

Copies of Contract

- g. The number of paper copies of the signed Contract to be provided by the Employer is ONE.

4. Cession

- 4.1. Cession of payments will only be permissible to a registered financial institution in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 or an approved credit provider in terms of the National Credit Act of 2005
- 4.2. Bidders who intend to cede their rights to payment to an institution as prescribed in 1 attach a cession agreement with their bid proposal.

5. Joint Ventures

- 5.1. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 5.2. Each party to a Joint Venture/ Consortium must submit separate SBD4 together with the bid before the closing date and time of bid.
- 5.3. The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 5.4. The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive.

6. Unsatisfactory Performance

- 6.1. Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 6.2. The departmental official shall warn the contractor in writing that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning, the official will:
- 6.3. Take action in terms of its delegated powers; and
- 6.4. Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- 6.5. When correspondence is addressed to the contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

7. Validity Period Of Bid And Extension Thereof

The validity (binding) period for the bid will be **240** days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

8. Irregularities procurement of materials/equipment outside the contract BOQ

The LDARD reserves the right to use any part of the contract in any combination depending on the requirements for the development of a specific project. However, it is envisaged that the development of a typical fencing system would proceed in the following steps.

- LDARD provides quantities and places to the next Contractor on the Rotating Electronic Database in line for the delivery of fencing material.
- The Contractor provides a quotation based on the Term Contract BOQ tendered rates and price adjustment clauses.

- LDARD evaluates the quotation for completeness and alignment with tendered rates.
- LDARD provides the contractor with an order to deliver the fencing material.
- Supply, delivery, offloading and packing of fencing material.

9. Irregularities procurement of materials/equipment outside the contract BOQ

The mark-up tendered for the procurement must cover all costs related to the purchase of materials / equipment and delivery to the site, including handling, storage and security on site, profit, return of faulty items and any other associated costs not covered elsewhere in the bill. The installation thereof is covered elsewhere.

When submitting a price estimate for the installation of an irrigation project, the Service Provider shall supply a bill of quantities based on the current cost of materials and equipment and the tendered rates. The cost of materials and equipment shall be based on three written quotations from reputable local suppliers that are acceptable and verifiable by LDARD, indicating nett prices, which shall be attached to the price estimate. LDARD reserves the right to request competitive material / equipment quotations.

10. Irregularities

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

11. Negotiations

Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices.

12. Language Governance

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

13. Law To Apply

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

14. Site Inspection

- 14.1. As part of the evaluation process of this bid, the Department may conduct site inspections of the premises of the high scoring bidders who have submitted bids, and
- 14.2. The purpose of the site inspections is to confirm the validity and accuracy of the information submitted in the bidder's bid document. Where the validity and accuracy of the information submitted in the bidder's bid document cannot be confirmed during the site visit, the bidder will be disqualified. (See Inspection of bidders)

15. Packaging, Marking And Delivery

Subject to "*Contract for the Supply and Delivery of Goods, August 2008, 3rd Edition of CIDB Document 1019*" Clause 5,

- 15.1. Delivery, unless otherwise provided for in the Contract Data shall be effected within **7 days from receipt of the Purchaser's order**. Should the Supplier have reason to suspect delays in delivery, the Supplier shall advise the Purchaser upon receipt of an order in writing of any anticipated delays citing reasons therefore and put forward a new anticipated delivery. The Purchaser may then extend the delivery date if and as it seems fit. Unless and until the Supplier receives a notification of the new, extended delivery date, there shall be no extension to the date.
- 15.2. Should the Supplier fail to supply any of the Goods on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected Goods as required by the Contract, the Supplier shall be liable to make good to the Purchaser all loss and damage occasioned by such failure, including any reasonable price (whether greater than the appropriate Contract price or not) paid by the Purchaser in

purchasing the Goods on which default has been made, from a source other than the Supplier. In such an event the Purchaser shall be at liberty to retain the amount of any such loss or damage from any money due by the Purchaser to the Supplier but without prejudice to other methods of recovery open to the Purchaser.

16. Escalation in Price:

16.1. The tendered rates will be adjusted annually as follows:

16.1.1. All rates which are based on current market prices with a tendered mark-up will remain unchanged for the duration of the contract.

16.1.2. All other rates will be adjusted annually as follows:

16.1.2.1. The rates will be adjusted annually by a calculated factor, every 12 calendar months, the first adjustment being 12 months from the end of the month in which the tender was awarded.

NON-FIRM PRICES SUBJECT TO ESCALATION

1.IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

- The price will be adjusted by the price index for **"Diesel"** as contained in *"Table 1 - PPI for final manufactured goods"* in the publication *"P0142.1 – Producer Price Index (PPI)"*, published by *Statistics South Africa*. Dated: The month before the escalation month
- The price will be adjusted by the price index for **"Construction basic metal products - Wire of iron or steel"** as contained in *"Table 3 - Construction input price index (CPII): material purchases for whole industry"* in the publication *"P0151 – Construction Materials Price Indices"*, published by *Statistics South Africa*. [If not available it will be replaced by "Metals, machinery, equipment and computing equipment - Structural and fabricated metal products" as contained in *"Table 1 - PPI for final manufactured goods"* in the publication *"P0142.1 – Producer Price Index (PPI)"*, published by *Statistics South Africa*.] Dated: The month before the escalation month
- The price will be adjusted by the price index for **"Cement"** as contained in *"Table 3 - Construction input price index (CPII): material purchases for whole industry"* in the publication *"P0151 – Construction Materials Price Indices"*, published by *Statistics South Africa*. Dated: The month before the escalation month

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE
D1 = Diesel	
D2 = Wire of iron and steel	
D3 = Cement	
Total = 100%	100 %

The Accounting officer shall be at liberty to make such adjustments to individual rates at prescribed intervals.

17. Completion of Bid Document

The following are the minimum requirements for the completion of the bid document: -

- 17.1. Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 17.2. Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents.
- 17.3. All bid documents, certificates, schedules (including additional schedules as mentioned above) and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- 17.4. Bid document should be returned in the provided sequence.
- 17.5. Bidders must ensure that there are no missing or duplicated pages. LDARD shall not accept liability regarding claims by bidders that pages are missing or duplicated.
- 17.6. Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorized signatory.

Completed bid document with supporting documents shall be packaged, bound, sealed, marked, and submitted strictly as stipulated in this bid document.

18. Enquiries, Briefing Session And Closing Date

Enquiries in connection with this request should be directed as follows:

Technical: Mr. Manthata M L Tel. (015) 294 3560, ManthataML@agric.limpopo.gov.za

Administration: Ms. M. Mononyane (MononyaneNM@agric.limpopo.gov.za) 015 294 3434 / Mr. V Ndlozi (ndloziv@agric.limpopo.gov.za) 015 294 3564

COMPULSORY BRIEFING SESSION: 08 August 2024 TIME 10:00 AM

CLOSING DATE: 19 August 2024 at 11H00

Completed bid documents should be delivered in sealed envelopes marked "TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A PERIOD OF THREE (3) YEARS" and deposited in the LDARD Tender Box at the parking bay of Temo-Towers building at 67/69 Piccard Street in Polokwane on or before 19 August 2024 Time 11:00

17 Inspection of bidders

Bidder(s) may be inspected on the following:

- k) Physical structure or business where business activities take place with proper signage
- l) Main business activities
- m) Track record will be verified

- n) Relatedness of the main business activities to the tender under review
- o) Machinery / Equipment (manufacturing and construction facilities) and computer software used to produce the required product.
- p) Registration documents and accredited certificates
- q) Audited Financial annual statements to verify financial position

C.3.13 Acceptance of Tender Offer

C.3.13.1 Tender Offers will only be accepted on condition that:

- (a) the Tender Offer is signed by a person authorised to sign on behalf of the Tenderer;
- (c) the Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with his Tender submission;
- (d) a Tenderer who submitted a Tender as a Joint Venture has included an acceptable Joint Venture Agreement with his Tender;
- (e) the Tenderer or a competent authorised representative of the Contractor who submitted the Tender has attended the compulsory clarification meeting or site inspection;
- (f) the Contractor who submits the Tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of Tenders;
- (g) the Tenderer or any of its principals 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;
- (h) the Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
- (i) the Tenderer or any of its Principals, Directors or Managers is not employed in the service of the State or any Municipality. In the event that such Principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Tender Submission.
- (j) the Employer is satisfied that the Tenderer or any of his Principals have not influenced the Tender Offer and acceptance by the following criteria:
 - a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
 - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
 - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
 - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;
 - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed Tender;
 - f. the Employer may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already.

C.3.17 Copies of Contract

The number of paper copies of the signed Contract to be provided by the Employer is ONE.

T1.3 Annex C: Standard Conditions of Tender

(This is a copy of Annex C as contained in CIDB Board notice 423 Government Gazette No 42622 of 08 August 2019, Standard for Uniformity in Construction Procurement, and is provided for information only)

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who

employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter

into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender

documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The

conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature

opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures

from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

PART T2: RETURNABLE SCHEDULES

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T2.1 List of Returnable Documents

The Tenderer must complete the following Returnable Documents:

1 Returnable Schedules required only for Tender Evaluation purposes

- A. Central Database (CSD) Summary Report
- B. Record of Addenda to Tender Documents
- C. Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor (Certified copies of Identity Documents for all members of Joint Ventures / Close Corporation /Partnership / Company / Sole Proprietor)
- D. Registration Certificates of entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor
- E. Compulsory Enterprise Questionnaire
- F. Schedule of the Tenderer's Experience
- G. Schedule of Key Personnel
- H. Format of Curriculum Vitae
- I. Proposed Amendments, Qualifications and Alternatives
- J. Schedule of Proposed Suppliers
- K. Schedule of Plant and Equipment available for this contract
- L. Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- M. Company profile, including a track record

2 Other Documents required only for Tender Evaluation purposes

- N. Tax Compliance Status
- O. Financial Standing – Attach Letter of Intent
- P. Tenderer's financial standing

3 Returnable Schedules that will be incorporated into the Contract

- Q. Other SBD Forms (SBD1, SBD3.2, SBD4, SBD 6.1)
- R. Contractor's Health and Safety Declaration

4 Other Documents that will be incorporated into the Contract

- S. Contractor's Safety Plan
- T. Method Statement

5 The Offer portion

- Part C1 Agreement and Contract Data
- Part C2 Pricing Data
- Part C3 Scope of Work

ANNEXURE A: BIDDER'S DETAILED EXPERIENCE REPORT – REFERENCE SHEETS (Duplicate the reference sheet for more reference reports)

T2.2 Returnables Schedules to be completed by Tenderer

A. CENTRAL DATABASE (CSD) SUMMARY REPORT

[Tenderer's CENTRAL SUPPLIER DATABASE (CSD) SUMMARY REPORT to be attached here

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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:		
1.		
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

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

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

Tenderer.....

C. CERTIFICATE OF AUTHORITY OF AN ENTITY

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 Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy attached)
taken on 20.....,

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.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

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 the Tender for Contract No and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Members upon whom 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 authorise Mr/Ms.....

acting in the capacity of, to sign all Documents in connection

with the Tender for Contract No and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Tender Offer in Joint Venture and hereby authorize Mr/Ms
, authorized signatory of the Company,
acting in the capacity of Lead Partner, to sign all Documents in connection with the
 Tender Offer for Contract No and any Contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all
 the Partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead Partner		

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the
 Direction of the Affairs of the Joint Venture as a whole.*

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..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

D. REGISTRATION CERTIFICATE OF AN ENTITY

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations, Partnerships and ID Documents for Sole Proprietors must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

E. 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 in the 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:

- | | |
|--|---|
| <input type="checkbox"/> a Member of any Municipal Council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a Member of any Provincial Legislature | <input type="checkbox"/> a Member of an Accounting Authority of any National or Provincial Public Entity |
| <input type="checkbox"/> a Member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a Provincial Legislature |
| <input type="checkbox"/> a Member of the Board of Directors of any Municipal entity | |
| <input type="checkbox"/> an Official of any Municipality or Municipal entity | |

If any of the above boxes are marked, disclose the following:

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:

- | | |
|--|---|
| <input type="checkbox"/> a Member of any Municipal Council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a Member of any Provincial Legislature | |
| <input type="checkbox"/> a Member of the National Assembly or the National Council of Province | <input type="checkbox"/> a Member of an Accounting Authority of any National or Provincial Public entity |
| <input type="checkbox"/> a Member of the Board of Directors of any Municipal Entity | <input type="checkbox"/> an employee of Parliament or a Provincial Legislature |
| <input type="checkbox"/> an Official of any Municipality or Municipal entity | |

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

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

- authorizes the Employer to obtain a tax clearance Certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the 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;
- confirms that no Partner, Member, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears, has within the last five years been convicted of fraud or corruption;
- 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; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
Name

F. SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves (attach completion certificate for all completed projects as proof):

[illegible]

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

G. KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled Workers may only be brought in from outside the Local Community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractors Organisation		Key Personnel to be imported if not locally available		Unskilled Personnel to be recruited from the local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Manager						
Foreman, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other skilled workers						
Plant operators						
Unskilled Workers						
Others:						
.....
.....
.....
.....
.....

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

H. CURRICULUM VITAE FORMAT OF KEY PERSONNEL

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....

<i>Signature of person named in the Schedule</i>	<i>Date</i>
--	-------------

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....

<i>Signature of person named in the Schedule</i>	<i>Date</i>
--	-------------

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

I. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives, but should the Tenderer desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Tenderer is referred to Tender Data paragraph F.2.12, where it is clearly stated that no Alternative Offers will be accepted.

I / We herewith propose the amendments, as set out in the table below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

J. SCHEDULE OF PROPOSED SUPPLIERS

We notify you that it is our intention to source from the following Suppliers for material in this Contract.

If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Suppliers in accordance with requirements in the Contract for such appointments.

	Name and address of proposed Supplier	Nature and extent of Supplies	Previous experience with Supplier.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

K. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this Contract or will acquire or hire for this Contract if my / our Tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this Contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this Contract if my / our Tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Proof of ownership and/or rental agreement should form part of tender document.

**L. COPY OF WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT
OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND
DISEASES ACT NO. 130 OF 1993)**

***[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's
Compensation Commissioner to be inserted here]***

M. COMPANY PROFILE, INCLUDING TRACK RECORD

[Abbreviated company profile, giving history, status, activities, staff and track record of the tendering entity, to be inserted here. In case of a Joint Venture, a separate profile for each partner must be submitted]

N. TAX COMPLIANCE STATUS

IMPORTANT NOTES:

1. The Central Supplier Database and tax compliance status PIN are approved methods that will be used to verify tax compliance as SARS does not issue tax clearance certificate any more but has made an online provision available via eFiling for bidders to print their own tax clearance certificates which can be submitted with this bid.
2. Tax Clearance submitted by bidders will be verified on eFiling and/or Central Supplier database.
3. Bidders must provide a tax compliance status PIN and Central Supplier Database Number to access their records and verify tax compliance status

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE

(In respect of Tender see note at bottom)

1. NAME OF TAXPAYER/TENDERER:
2. TRADE NAME:
3. IDENTIFICATION No. (if applicable):
4. COMPANY/CLOSE CORPORATION REG No:
5. INCOME TAX REFERENCE No:
6. VAT REGISTRATION No:
7. PAYE EMPLOYERS REG No. (if applicable) :

NB: Copy of the Tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :
.....

DATE : 20..../...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT:

(ST 5.1) March 1999

NB: *This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the Tender (to be attached to the next page).*

TAX CLEARANCE CERTIFICATE

[Valid Original Tax Clearance Certificate obtained from SARS to be inserted here after OR CSD SUMMARY]

O. TENDERER'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

.....

Name of Bank / Financial Institution:

Branch:.....

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

.....

Failure to provide either the required bank financial institution or details or a certified bank or financial institution rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

P. FINANCIAL INFORMATION OF TENDERER

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents.

Tenderer / Tender Details

Tender Description:

.....

Contract Period:

.....

Name of Tenderer:

.....

Bank Account Number:

.....

Tender Amount:

.....

State amount of Demand Guarantee: R.....

Attach Letter of Intent from Financial Institution

Financial Institutions and other financial institution

Name of Commercial Bank:

.....

Branch:

.....

Name of Bank Manager:

.....

Telephone Number:

.....

We acting on behalf of the above Commercial Bank confirm that

..... (Tenderer)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

FINANCIAL CAPABILITY

Maximum value of contract that the Tenderer is considered capable of	Value on which Bank Rating must be used
Up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING

Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Tenderer is based is R.....

In words only)

The Bank Rating is code:

.....
 Signature: Manager Financial Institution

.....
 Print Name

.....
 Date

RUBBER STAMP OF INSTITUTION

SBD FORMS REQUIRED TO BE COMPLETED

- **SBD1: Invitation to Bid (Revised 2022)**
- **SBD 3.2: Non-Firm with Escalation**
- **SBD 4: Bidder's Disclosure.**
- **SBD 6.1: Preference points claim form in terms of the preferential procurement regulations 2022**

PART A INVITATION TO BID

SBD 1

YOU

ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AGRICULTURE AND RURAL DEVELOPMENT					
BID NUMBER:	ACDP 24/03	CLOSING DATE: 19 August 2024		CLOSING TIME:	11H00
DESCRIPTION	TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
67/69 BICCARD STREET DEPARTMENT					
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mononyane M / Ndlozi V		CONTACT PERSON	M.L. Manthata	
TELEPHONE NUMBER	015 29 43434 / 015 294 3564		TELEPHONE NUMBER	(015) 294 3000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MononyaneNM@agric.limpopo.gov.za ndloziv@agric.limpopo.gov.za		E-MAIL ADDRESS	manthataml@agric.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING SBD 1

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....Bid number..... ACDP 24/03.....

Closing Time 11:00 Closing date.....19 August 2024

OFFER TO BE VALID FOR 240 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY As per BOQ	DESCRIPTION As per BOQ	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES R
--------------------------	------------------------	---------------------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN NO PRICE INCREASE ON A NON- FIRM PRICE

WERE PRICES ARE INDICATED AS FIRM NO PRICE INCREASE CLAIM WILL BE ENTERTAINED DURING THE CONTRACT PERIOD

.....
Signature of Bidder

.....
Date

Pricing Schedule: Purchases (Non-firm prices)

(SBD 3.2)

SBD4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² 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.

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any

time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

80/20 or 90/10

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

80/20 or 90/10

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People ownership>51%	7			
Women ownership>51%	1			
People with Disability ownership>51%	1			
Youth ownership>51%	1			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Q. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction Work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the Work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my Company has the competence and the necessary resources to safely carry out the construction Work under this Contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and Construction Safety Officer as defined in Regulation 6, and Competent Persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this Contract)

- (a) Details of the competent and qualified key persons from my Company's own resources, who will form part of the Contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my Company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
.....
.....
.....
- (c) Details of competent resources to be appointed as Subcontractors if Competent Persons cannot be supplied from own Company:
- Name of proposed Subcontractor:
- Qualifications or details of competency of the Subcontractor:
.....
.....
.....
5. I hereby undertake, if my Tender is accepted, to provide, before commencement of the Works under the Contract, a suitable and sufficiently Documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my Company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on Site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and Officials and Inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the Schedule of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the Provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

R. CONTRACTOR'S SAFETY PLAN

[The Contractor shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in T2.1, before commencement of the Works.]

S. DETAILED METHOD STATEMENT

[The adjudication of the responsiveness of a bid also relies on the extent to which a tenderer can prove an understanding of the scope of works. The tenderer should describe below the methods and procedures he will employ to successfully complete the various activities as identified for the foregoing Schedule S, the Execution Programme]

[illegible]

ANNEXURE A: BIDDER'S DETAILED EXPERIENCE – REFERENCE SHEET

The following are to be completed by the Client or Principal Agent or Consultant and is to be supported in each case by a letter of award and the works completion certificate or delivery notes. Client or Client's Agent must stamp the documents, failure to obtain stamp will result in no allocation of points.

Project Name and scope of work:

Scope of work :

Contract duration:

Actual Contract Duration:

Name of Institution/ company /place where contract was undertaken/ Client	Principal Agent or Consultant	Value of contract	Contract Duration (in days, weeks, months, years)	Actual Contract Duration (in days, weeks, months, years)

To be filled by Principal Agent

Description/Performance	Very Poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Competence of Driver					
Co-operation during contract					
Quality of materials					
Programme management					
Rectification of condemned work					
Procurement of material					
Labour relations					

Any other additional remarks considered necessary to assist in evaluation of the contractor?

.....

Client or Principal Agent or consultant Firm.....

Telephone

Principal Agent or consultant Signature

STAMP

This page or form can be duplicated to meet the number of experiences acquired

PART C: THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

**LIMPOPO DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT**

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**LIMPOPO DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT**

**TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF
FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A PERIOD OF THREE (3)
YEARS.**

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The Purchaser, identified in the Acceptance Signature block, has solicited Offers to enter into a Contract for the procurement of:

**Bid No.: ACDP 24/03 – TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND
PACKING OF FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A
PERIOD OF THREE (3) YEARS.**

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Supplier 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 Purchaser 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 Supplier in the Conditions of Contract identified in the Contract Data.

Signature Block: Tenderer	
Signature	Date
Name	
Capacity for the Tenderer	
Name of organization.	
Address of organization	
.....	
Signature of witness	Date
Name of witness	

Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser 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.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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 Purchaser 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.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) for 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. Failure to fulfil any of these 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 Supplier) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the Contents of this Agreement, this Agreement shall constitute a binding Contract between the Parties.

Signature Block: Purchaser	
Signature	Date
Name	
Capacity	
for the Purchaser	Limpopo Department of Agriculture and Rural Development 69 Biccard Street, Temo Towers , Polokwane
Signature of witness	Date
Name of witness	

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Purchaser before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. 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.
3. 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.
4. 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 Agreement, the Purchaser 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 changes to the terms of the Offer agreed by the Tenderer and the Purchaser during this process of Offer and Acceptance.

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.

**LIMPOPO DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT**

**TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF
FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A PERIOD OF THREE (3)
YEARS.**

C1.2 CONDITIONS OF CONTRACT

STANDARD CONDITIONS OF CONTRACT

The standard Conditions of Contract shall be the ***Contract for the Supply and Delivery of Goods, August 2008, 3rd Edition of CIDB Document 1019***, as published by the Construction Industry Development Board, Pretoria, Tel 012 343 7136, and can be obtained from their website www.cidb.org.za. The conditions below is a copy of the *Contract for the Supply and Delivery of Goods, August 2008, 3rd Edition of CIDB Document 1019* and is provided for information only.

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1 DEFINITIONS

In these conditions, except where the context otherwise requires:

Contract: the Contract signed by the Parties and of which these General Conditions of Contract form part;

Contract Data: specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the contract.

Firm price: the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

Goods: the articles and things described and to be supplied and provided under the Contract.

Parties: the Purchaser and the Supplier.

Pricing Data: data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up of the Contract Price;

Purchaser: the contracting party named in the Contract Data who purchases supplies from the Supplier;

Scope of work: the specification and description of the Goods which are to be provided and any other requirements and constraints relating to the manner in which the Contract work is to be performed

Supplier: the contracting party named in the Contract Data who is engaged by the Purchaser to provide the Goods described in the Contract.

2. INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes :

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Language

The language of the Contract and of all communications between the Parties shall be English.

3.3 Notices

3.3.1 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by telex,

telegram, e-mail or facsimile to such Party at the address specified in the Contract, or one week after having been sent by registered post.

3.3.2 If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.

3.3.3 A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.

3.4 Confidentiality

Both parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.5 Sole agreement

3.5.1 The Contract constitutes the sole agreement between the Parties for the provision of Goods and no representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.5.2 No purported amendments to the terms and conditions of the Contract included in delivery notes shall be of any force or effect.

3.6 Indemnification

The Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

3.7 Weights and measures

The quantities of Goods delivered shall be according to South African standard weights and measures.

3.8 Title and risk

Without prejudice to rights of rejection under these conditions, title to and risk in the Goods passes to the Purchaser when the Goods are off-loaded and accepted by the Purchaser at the address given in the delivery instructions.

4 MAIN RESPONSIBILITIES OF THE PARTIES

4.1 The Purchaser shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Supplier so as not to delay the provision of Goods.

4.2 The Supplier shall, in accordance with the requirements of the Scope of Work, provide the Goods in the quantity, on or before the due date determined in accordance with 3.6, stated in a written order issued by the Purchaser.

5 PACKAGING, MARKING AND DELIVERY

5.1 All Goods shall be packaged in accordance with the provisions of the Scope of Work. Where no provisions are made in the Scope of Work for packaging, the Goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in store.

5.2 Unless otherwise stated in the Contract Data, all containers (including packing cases, boxes, tins drums and wrappings) supplied by the Supplier shall be considered as non-returnable, and their cost having been included in the price of the Goods.

5.3 The Supplier shall:

- a) clearly mark the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the Purchaser's order and include a packing note stating the contents thereof;
- b) on despatch of each consignment, send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of despatch;
- c) send to the Purchaser a detailed priced invoice as soon as is reasonably practical after despatch of the Goods, and
- d) state on all communications in the relevant order number and code number (if any).

5.4 Goods shall be delivered on the days, between the times and at the address stated in the Contract Data.

5.5 Delivery, unless otherwise provided for in the Contract Data shall be effected within **7 days from receipt of the Purchaser's order**. Should the Supplier have reason to suspect delays in delivery, the Supplier shall advise the Purchaser upon receipt of an order in writing of any anticipated delays citing reasons therefore and put forward a new anticipated delivery. The Purchaser may then extend the delivery date if and as it seems fit. Unless and until the Supplier receives a notification of the new, extended delivery date, there shall be no extension to the date.

5.6 Should the Supplier fail to supply any of the Goods on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected Goods as required by the Contract, the Supplier shall be liable to make good to the Purchaser all loss and damage occasioned by such failure, including any reasonable price (whether greater than the appropriate Contract price or not) paid by the Purchaser in purchasing the Goods on which default has been made, from a source other than the Supplier. In such an event the Purchaser shall be at liberty to retain the amount of any such loss or damage from any money due by the Purchaser to the Supplier but without prejudice to other methods of recovery open to the Purchaser.

6 QUALITY

6.1 All Goods supplied shall comply with the requirements of the Scope of Work, or shall conform in all respects to the sample which form part of the Contract.

6.2 All Goods covered by this Contract shall be the subject of the Purchaser's inspection and test at all times before, during or after manufacture. The Supplier shall furnish without extra charge all reasonable facilities and assistance for the safe and convenient inspection or test required by appointed inspectors. Such inspections may be carried out on the Supplier's premises or at such other place as deemed appropriate by inspectors.

6.3 If the Supplier fails to supply Goods, materials, workmanship or services in accordance with the provisions of the Contract, the Purchaser may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within what time.

6.4 All rejects shall be held at the Supplier's risk and expense including all transportation and handling costs until returned to or collected by the Supplier. All rejects shall be replaced or rectified and made good at the Supplier's expense within the specified replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification or samples specified in this Contract.

6.5 In the event of the Supplier failing to remove such rejected Goods within 5 days of notification of the rejection, the Purchaser shall be at liberty to return them at the Supplier's risk, the cost of carriage being recoverable from the Supplier. In the event that the Supplier considers himself aggrieved he may, within 5 day of the receipt of notification of rejection give the Purchaser notice of objection, whereupon the Goods shall not be removed until the Purchaser so directs.

7 WARRANTY

Without prejudice to any other rights of the Purchaser under these conditions, the Supplier warrants that:

- a) all Goods delivered will be free from defective materials or workmanship;
- b) this warranty shall survive any inspection, delivery, acceptance or payment by the Purchaser; and
- c) the goods will remain free from defects for a period of one year (unless otherwise stated in the Contract Data) from acceptance of the Goods by the Purchaser.

8 ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not assign or subcontract any part of this Contract without the written consent of the Purchaser.

9 TERMINATION

The Purchaser may terminate the Contract at any time, without prejudice to any right of action or remedy which has accrued or thereafter accrues to the Purchaser, if the Supplier:

- a) defaults in due performance of the Contract; or
- b) becomes bankrupt or otherwise is, in the opinion of the Purchaser, in such financial circumstances as to prejudice the proper performance of the Contract.

10 PRICE AND PAYMENT

- 10.1 Amounts due to the Supplier, arising from an order issued by the Purchaser, shall be paid by the Purchaser within forty two days (42) days of receipt by him of the Supplier's correct tax invoice. If the Supplier does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Purchaser the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 10.2 If any item or part of an item in an invoice submitted by the Supplier is disputed by the Purchaser, the latter shall, before the due date of payment, give notice thereof with reasons to the Supplier, but shall not delay payment of the balance of the invoice. Clause 10.1 shall apply to disputed amounts which are finally determined to be payable to the Supplier.
- 10.3 If not otherwise stated in the Pricing Data, the following shall apply:
- a) the quantities where shown in the Pricing Data are the estimated probable requirements to be supplied in the period of twelve months from the date of award of the Contract but the actual quantities ordered and supplied shall be at the sole discretion of the Purchaser;
 - b) the price stated in the Pricing Data for Goods shall be for the minimum quantity the Supplier is prepared to supply in one consignment. Should no minimum quantity price be stated in the Pricing Data then such minimum quantity will be deemed to be one unit of the article described;
 - c) the price shall be the price of the Goods as packaged and delivered;
 - d) prices shall be NET of all cost and trade discounts being allowed for.

11 PRICE ADJUSTMENT

- 11.1 The prices of Goods supplied under a Firm Price Contract shall be adjusted if during the Contract period:
- a) a customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation; or
 - b) any such duty, levy or tax is legally changed or abolished.
- 11.2 The prices of Goods supplied under a non-Firm Price Contract shall be adjusted in accordance with a formula provided for in the Contract whereby 85% of the prices is adjusted in terms of the difference between the published indices in the month in which the Goods are delivered and the agreed base.

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall be referred by the Parties in the first instance to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data, within three calendar months of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data. Claims not brought within the time periods set out herein will be deemed to be waived.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data.. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure

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YEARS**

C1.3 CONTRACT DATA

PART 1: CONTRACT DATA PROVIDED BY THE PURCHASER

Clause	Data
1.	<p>The Purchaser is: the Limpopo Department of Agriculture and Rural Development</p> <p>The authorised and designated representative of the Purchaser is:</p> <p>Name: Acting Mr. Nowata MSJ</p> <p>The address for receipt of communications is:</p> <p>Me. Mononyane M Telephone: 015 294 3434 E-mail: mononyanenm@agric.limpopo.gov.za Address: TEMO TOWERS 69 Biccard Street Polokwane</p>
5.2	<p>All containers (including packing cases, boxes, tins drums and wrappings) supplied by the Supplier shall be considered as non-returnable.</p>
5.4	<p>Goods are to be delivered on weekdays between 09:00 and 15:00 at various locations in Limpopo as specified on the Purchaser's order, and if not specified to the Purchaser's main storage yard in Polokwane.</p>

11. The tendered rates will be adjusted annually as follows:
- All rates which are based on current market prices with a tendered mark-up will remain unchanged for the duration of the contract.
 - All other rates will be adjusted annually as follows:
 - The rates will be adjusted annually by a calculated factor, every 12 calendar months, the first adjustment being 12 months from the end of the month in which the tender was awarded.

NON-FIRM PRICES SUBJECT TO ESCALATION

1.....IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

- The price will be adjusted by the price index for “*Diesel*” as contained in “*Table 1 - PPI for final manufactured goods*” in the publication “*P0142.1 – Producer Price Index (PPI)*”, published by *Statistics South Africa*. Dated: The month before the escalation month
- The price will be adjusted by the price index for “*Construction basic metal products - Wire of iron or steel*” as contained in “*Table 3 - Construction input price index (CIPI): material purchases for whole industry*” in the publication “*P0151 – Construction Materials Price Indices*”, published by *Statistics South Africa*. [If not available it will be replaced by “*Metals, machinery, equipment and computing equipment - Structural and fabricated metal products*” as contained in “*Table 1 - PPI for final manufactured goods*” in the publication “*P0142.1 – Producer Price Index (PPI)*”, published by *Statistics South Africa*.] Dated: The month before the escalation month
- The price will be adjusted by the price index for “*Cement*” as contained in “*Table 3 - Construction input price index (CIPI): material purchases for whole industry*” in the publication “*P0151 – Construction Materials Price Indices*”, published by *Statistics South Africa*. Dated: The month before the escalation month

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE
D1 = Diesel	
D2 = Wire of iron and steel	
D3 = Cement	
Total = 100%	100 %

The Accounting officer shall be at liberty to make such adjustments to individual rates at prescribed intervals.

- 12.1.2 Interim settlement of disputes is to be by mediation / ~~adjudication~~
- 12.2.4 Final settlement is by ~~litigation~~ / arbitration
- 12.2.2 In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institution of Civil Engineers.
- 12.4.2 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Executive Director of the Association of Arbitrators (Southern Africa).

The additional / variations to the conditions of contract are

3.9 Period of the Contract

Add the following to clause 3.9:

"The Contract is for the supply and delivery of Goods for three (3) years from the date on the Form of Acceptance."

5.4 Add to clause 5.4:

"Where delivery is specified at a site other than the main storage yard of the Purchaser in Polokwane, the Supplier will be reimbursed for the travelling costs from the Purchaser's main supply yard in Polokwane to the site specified on the order along the shortest tarred road. The Supplier shall off-load goods at the main supply yard or site specified in the Purchaser's order."

13. INSURANCES

Add the following clause 13:

The Supplier shall, without limiting his obligations in terms of the Contract, at his own cost, effect and maintain the following insurances before delivery of any Goods:

- Liability Insurance to the minimum value of R5 000 000.00 per incident that covers the Purchaser as well as the Supplier against their respective liability for the death of, or injury to any person, or loss of, or damage to any property arising from or in the course of the fulfilment of the Contract, from the date on the Form of Acceptance to the date that this Contract is terminated; Provided that the insurance shall include a cross-liability clause such that the insurance shall apply to the Supplier and to the Purchaser as separate insured parties; and
- General insurance of delivery vehicles and of Goods in transit until delivered to the Purchaser; and
- A Coupon Policy for Special Risk Insurance issued by the South African Special Risk Insurance Association.

14.

INDEMNIFICATIONS

Add the following clause 14

The Supplier Indemnifies the Purchaser against any liability in respect of damage to, or physical loss of the property of any person, or injury or death of any person, and shall be liable to the employer for damage to or physical loss of all property of the Purchaser that is not part of the Contract, arising directly from the execution of the Contract.

PART 2: CONTRACT DATA PROVIDED BY THE SUPPLIER

Clause	Data
1.	<div>The Supplier is</div> <div>Address: .</div> <div>Telephone:</div> <div>Faxsimile:</div> <div>The authorised and designated representative of the Service Provider is:</div> <div>Name:</div> <div>The address for receipt of communications is:</div> <div>Address: .</div> <div>Telephone:</div> <div>Faxsimile:</div> <div>Email:</div>

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: SCHEDULE OF PRICES

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YEARS.**

C2.1 Pricing Instructions

1. The Conditions of Contract, the Scope of Work (including Project specifications), and the Drawings are to be read in conjunction with the Schedule of Quantities.
2. The Schedule comprises items covering the Supplier's profit and costs. The Tenderer is at liberty to insert any reasonable rate of his choosing for each item in the Schedule.
3. The prices and rates to be inserted in the Schedule of Quantities are to be full inclusive prices to the Purchaser for the material described under the several items. Such prices shall cover all costs and expenses that may be required in and for the Supply and Delivery of materials 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.
4. A price or rate is to be entered against each item in the Schedule of Quantities in BLACK INK, 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 schedule. All rates and sums of money quoted in the Schedule of Quantities shall be in South African Rand.
5. All quantities in the Schedule of Quantities are provisional quantities and will be subjected to final re-measurement of actual materials delivered. The quantities of work or material stated in the Schedule of Quantities shall not be regarded as constituting authorization to the contractor to order material.
6. The units of measurement described in the Schedule of Quantities are metric units. Abbreviations used in the schedule of Quantities are as follows:

m	=	meter
km	=	kilometre
m ²	=	square meter
m ³	=	cubic meter
Prov. sum	=	Provisional Sum
P.C. sum	=	Prime Cost Sum
Sum	=	Lump Sum
No	=	Number
%	=	percent
kg	=	kilogram
t	=	tonne (1000kg)

C2.2 SCHEDULE OF PRICES

- SECTION 1: GENERAL
- SECTION 2: DELIVERY OF MATERIALS
- SECTION 3: GENERAL MATERIALS
- SECTION 4: STEEL FENCING MATERIALS
- SECTION 5: WOOD FENCING MATERIALS
- SECTION 6: PALISADE FENCES
- SECTION 7: PLASTIC FENCING COMPONENTS

ITEM NO.		UNIT	QTY	RATE	AMOUNT
1	PRIME COST & PROVISIONAL SUMS				
1.2	Prime cost of goods or materials (other than listed materials below) to be supplied with rest of order, upon specific written instruction of the Purchaser (This may not exceed more than 25% of total value of single purchase and must be related to fencing.) (Provisional)	PC sum	1	R 10,000.00	R10,000.00
1.3	Overheads, charges and profit on above (max 25%) (Provisional)	%	R 10,000.00		
TOTAL FOR SECTION 1 CARRIED TO SUMMARY					

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ITEM NO.		UNIT	QTY	RATE	AMOUNT
2	DELIVERY OF MATERIALS				
	Two-way distance travelled for the delivery of materials, distance measured from Polokwane CBD to the designated site along the shortest tarred route and measured only once for each order, for orders of the following weights:				
2.1	a) 0kg to 1000kg total weight of order	km	1		
2.2	b) 1000kg to 5000kg total weight of order	km	1		
2.3	c) 5000kg to 10 000kg total weight of order	km	1		
2.4	d) 10 000kg to 25 000kg total weight of order	km	1		
TOTAL FOR SECTION 2 CARRIED TO SUMMARY					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
3	GENERAL MATERIALS				
3.1	a) General purpose cement, Class 32R to SANS 50197-1, supplied in 50kg bags	bag	1		
3.2	b) Concrete aggregate:				
3.2.1	i) 19mm Crushed Stone	m ³	1		
3.2.2	ii) 13mm Crushed Stone	m ³	1		
3.2.3	iii) 6mm Crushed Stone	m ³	1		
3.2.4	iv) Concrete sand	m ³	1		
3.3	c) Paint for steel (external):				
3.3.1	i) Commercial black paint for droppers and Y-sections	ℓ	1		
3.3.2	ii) High-build zinc phosphate	ℓ	1		
3.3.3	iii) Universal alkyd undercoat	ℓ	1		
3.3.4	iv) Aluminium finish paint	ℓ	1		
3.5	d) Padlock with keys - external duty	No	1		
	e) Drill bits: Titanium for drilling steel				
	i) 10mm diameter	No	1		
	ii) 12mm diameter	No	1		
	iii) 14mm diameter	No	1		
	iv) 16mm diameter	No	1		
	f) Angle grinder steel cutting disk 230mm dia	No	1		
	g) 50mm paint brush	No	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
	h) Drill bits for drilling hard wood				
	i) 10mm diameter	No	1		
	ii) 12mm diameter	No	1		
	iii) 14mm diameter	No	1		
	iv) 16mm diameter	No	1		
	i) Auger bits for drilling hard wood				
	i) 10mm diameter	No	1		
	ii) 12mm diameter	No	1		
	iii) 14mm diameter	No	1		
	iv) 16mm diameter	No	1		
	j) Scotch Eye Auger Bit				
	i) 13mm X 400mm	No	1		
	ii) 14mm x 400mm	No	1		
	iii) 16mm X 400mm	No	1		
	iii) 19mm X 400mm	No	1		
	k) Chain - 8mm	m	1		
	l) 2mm welding rods in 10-number packs	pack	1		
	m) Wheelbarrow - Concrete Heavy Duty concrete Wheelbarrow	No	1		
	n) Mechanical Fencing Pliers 300 mm Fencing Pliers with tempered cutting and serrated jaws	No	1		
	o) Mechanical Combination Pliers 180 mm Combination Pliers with incorporated cutting edge	No	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
	p) Hacksaw				
	i) Heavy duty steel frame Hacksaw	No	1		
	ii) 300 mm x 24 mm Hacksaw blades combatable with hacksaw	No	1		
	q) Bow Saw				
	Bow Saw with frame length of 600 mm	No	1		
	Bow Saw Blades - 600 mm x 20 mm Hard point	No	1		
	r) Wire Strainers				
	Auto Chain Wire Stredgers	No	1		
	s) Picks - American Eye	No	1		
	Diamond & Chisel Pick - 3 Kg with blade width of 35 mm and Rubber Handle				
	t) Sledge Hammer - 10 Pounds	No	1		
	Head mass of 4.5 Kg with 600 mm Rubber Handle				
	u) Drill Hammer - 4 Pounds	No	1		
	Head mass of 1.8 Kg with 290 mm Rubber Handle				
	v) Digging Spades	No	1		
	All steel digging spade. Blade width of 210 mm and handle length of 660 mm				
	w) Crowbar				
	25 mm x 1.5 m Crowbar	No	1		
	32 mm x 1.8 m Crowbar	No	1		
	x) Gloves				
	Heavy Duty Builders Gloves - Pairs	No	1		
	y) Post Drivers				
	Y standard post driver 7.52 kg minimum with handles	No	1		
TOTAL FOR SECTION 3 CARRIED TO SUMMARY					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
4	Steel				
4.1	Flat bar				
	25mm x 3mm x 6m				
	i) Hot-dip galvanised	No	1		
	ii) Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm	No	1		
	60mm x 10mm x 6m				
	i) Hot-dip galvanised	No	1		
	ii) Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm	No	1		
	iii) No Coating	No	1		
4.2	Rods				
	a) 10mm x 6m hot-dip galvanised rod	No	1		
	b) 8mm x 6m hot-dip galvanised rod	No	1		
	c) Anchor Pins: 300mm long x 10mm Dia steel rod, Hot-dip galvanised	No	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
4.3	Angle iron				
	i) 75x75x4mm angle iron, 2.0m long	No	1		
	ii) 75x75x4mm angle iron, 1.75m long	No	1		
	iii) 100x100x4mm angle iron, 2.0m long	No	20		
	iv) 100x100x4mm angle iron, 3.5m long	No	20		
4.4	Pressed steel cap - galvanised for:				
	i) 88mm diameter posts	No	1		
	ii) 104mm diameter posts	No	1		
	iii) 114mm diameter posts	No	1		
4.5	Railway track				
	Used mild steel railway track up to 22kg/m, cut 3.50m long	No	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
4.6	Mild steel pipe				
	a) 1.75m long x 76.2mm OD x 4.5mm wall thickness mild steel pipe	No	1		
	b) Corner / Straining / Intermediate posts: Hot-dip galvanised mild steel pipe				
	2.1m long x 100mm OD x 2mm wall	No	1		
	2.4m long x 100mm OD x 2mm wall	No	1		
	2.7 m long x 101.6mm OD x 3mm wall	No	1		
	2.85m long x 60mm OD x 2mm wall	No	1		
	2.85 long x 101.6mm OD x 3mm wall	No	1		
	3.3m long x 114mm OD x 3mm wall	No	1		
	c) Corner / Straining / Intermediate posts: Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm				
	2.1m long x 100mm OD x 2mm wall	No	1		
	2.4m long x 100mm OD x 2mm wall	No	1		
	2.7 m long x 101.6mm OD x 3mm wall	No	1		
	2.85m long x 60mm OD x 2mm wall	No	1		
	2.85 long x 101.6mm OD x 3mm wall	No	1		
	3.3m long x 114mm OD x 3mm wall	No	1		
	d) Inclined Struts: Hot-dip galvanised mild steel pipe				
	2.1m long x 48mm OD x 2mm wall	No	1		
	2.4m long x 76mm OD x 2mm wall	No	1		
	3.3m long x 48mm OD x 2mm wall	No	1		
	3.3m long x 60mm OD x 2mm wall	No	1		
	e) Inclined Struts: Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm				
	2.1m long x 48mm OD x 2mm wall	No	1		
	2.4m long x 76mm OD x 2mm wall	No	1		
	3.3m long x 48mm OD x 2mm wall	No	1		
	3.3m long x 60mm OD x 2mm wall	No	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
	f) Horizontal Struts Hot-dip galvanised mild steelpipe				
	1.0m long x 48mm OD x 2mm wall	No	1		
	2.0m long x 48mm OD x 2mm wall	No	1		
	2.0m long x 60mm OD x 2mm wall	No	1		
	2.0m long x 76mm OD x 2mm wall	No	1		
	g) Horizontal Struts Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm				
	1.0m long x 48mm OD x 2mm wall	No	1		
	2.0m long x 48mm OD x 2mm wall	No	1		
	2.0m long x 60mm OD x 2mm wall	No	1		
	2.0m long x 76mm OD x 2mm wall	No	1		
	h) Horizontal steel pipe Hot-dip galvanised mild steelpipe				
	6 m long x 40mm OD x 2.8 mm wall	No	1		
	6 m long x 50mm OD x 3.2mm wall	No	1		
	6 m long x 65mm OD x 3.2mm wall	No	1		
	i) Horizontal steel pipe Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm				
	6 m long x 40mm OD x 2.8 mm wall	No	1		
	6 m long x 50mm OD x 3.2mm wall	No	1		
	6 m long x 65mm OD x 3.2mm wall	No	1		
4.7	Standards Standards:Rolled steel Y-section posts Painted Commercial black				
	1.8m long x 2.5kg/m	No	1		
	2.15m long x 2.5kg/m	No	1		
	2.4m long x 2.5kg/m	No	1		
	3.05m long x 2.5kg/m	No	1		
4.8	Droppers Droppers: Ridged mild steel T-section Painted Commercial black				
	1.25m long x 0.56kg/m	No	1		
	1.55m long x 0.56kg/m	No	1		
	2.45m long x 0.56kg/m	No	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
4.9	Wire				
	a) Barbed wire: Campeon or similar high-tensile grade single strand 2.8mm x 1.9mm oval-shaped galvanised (36µm) wire with 4 barbs spaced at 125mm, Role 35kg 845m	No	1		
	b) 3mm diameter mild steel galvanised (36µm) round wire. Role 50kg 818m	No	1		
	c) 2.24mm diameter high-tensile steel galvanised (36µm) round wire, Role 50kg 1650m	No	1		
	d) Binding wire: 2.0mm galvanised (34µm) mild steel, Role 50kg 2015m	No	1		
	e) Wire stays: 4mm galvanised 8-cord straining wire, Role 5kg 51m	No	1		
	f) Strain wire: 4mm diameter mild steel galvanised (36µm) round wire. Role 50kg 500m	No	1		
	g) Zinc coated diamond mesh to SANS 1373, mesh, with bottom edge barbed and top edge clinched, Role 30m				
	1.2m wide, 2.0mm mild steel wire, 50mm	No	1		
	1.8m wide, 2.5mm mild steel wire, 50mm	No	1		
	h) Bonnox / Veldspan Heavy Galvanised to SANS 675:2009 Grade A: 7-115-15 Role 100m				
	7 strands 1150mm high 150mm spacing	No	1		
	11 strands 1410mm high 152mm spacing	No	1		
	11 strands 1410mm high 302 mm spacing	No	1		
	13 strands 1880mm high 150mm spacing	No	1		
	i) Razor wire flat wrap Role 500mm x 14m	No	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
4.10	Bolts nuts and washers				
	a) Bolt nuts and washers for struts:				
	12mm fully galvanised, 140mm long	No	1		
	12mm fully galvanised, 150mm long:	No	1		
	12mm fully galvanised, 160mm long:	No	1		
	12mm fully galvanised, 180mm long:	No	1		
	12mm fully galvanised, 250mm long:	No	1		
	b) M12 x 165mm long hot dip galvanised eyebolt with 18mm dia eye and 140mm thread, including nut and washer	No	1		
	c) Expansion bolts				
	140 mm - 200 mm M12	No	1		
4.11	Gates				
	a) Gate : (W Farm Gate)				
	Frame - 43mm OD x 2mm, Support - 27mm OD x 2mm wall thickness mild steel pipe				
	Complete with hinges, bolts and locking chain attached to gate				
	Hot-dip galvanised				
	900 x 1200	No	1		
	3600 x 1200 (W Farm Gate)	No	1		
	3600 x 1800 (W Farm Gate)	No	1		
	3600 x 2400	No	1		
	b) Gate : (W Farm Gate)				
	Frame - 43mm OD x 3mm, Support - 27mm OD x 2mm wall thickness mild steel pipe				
	Complete with hinges, bolts and locking chain attached to gate				
	Hot-dip galvanised				
	900 x 2400	No	1		
	Double Leaf 4200 x 2400	No	1		
	c) Gate : (W Farm Gate)				
	Frame - 43mm OD x 2mm, Support - 27mm OD x 2mm wall thickness mild steel pipe				
	Complete with hinges, bolts and locking chain attached to gate				
	Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm				
	900 x 1200	No	1		
	3600 x 1200 (W Farm Gate)	No	1		
	3600 x 1800 (W Farm Gate)	No	1		
	3600 x 2400	No	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
	d) Gate : (W Farm Gate) Frame - 43mm OD x 3mm, Support - 27mm OD x 2mm wall thickness mild steel pipe Complete with hinges, bolts and locking chain attached to gate Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm 900 x 2400 Double Leaf 4200 x 2400	No No	1 1		
	e) Cattle Neck Clamp - Taltech or equivalent 2mm thick mild steel, Galvanised, with brackets to connect it to your crush, and inside width of 700mm	No	1		
	f) Gate : (Auction gate) frame - 42 mm x 3 mm round tubing for frame Horizontal support - 25 mm x 5 mm flat bar vertical support - 34 mm x 2 mm round tubing for vertical bracing wall thickness mild steel pipe Complete with hinges, bolts and locking chain attached to gate Painted: 1xcoat zinc phosphate 75µm and 1xundercoat universal alkyd 30µm 900 x 1200 3600 x 1200 1600 x 750 mm	No No No	1 1 1		
TOTAL FOR SECTION 4 CARRIED TO SUMMARY					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
5	Wood				
5.1	Poles				
	a) CCA (Cromium Chloor Arseen) with Nail plates Preservative treated to SANS 1288 hazard class H4 Hardwood SANS 457 Hardwood SANS 457				
	1.2m long x 100 - 125mm	No	1		
	2.1m long x 100 - 125mm	No	1		
	2.1m long x 125 - 150mm	No	1		
	2.4m long x 100 - 125mm	No	1		
	2.4m long x 125 - 150mm	No	1		
	2.7m long x 100 - 125mm	No	1		
	2.7m long x 125 - 150mm	No	1		
	2.7m long x 150 - 175mm	No	1		
	6m long x 75 - 100mm	No	1		
	7.2m long x 75 - 100mm	No	1		
	b) Droppers: CCA (Cromium Chloor Arseen) Preservative treated to SANS 1288 hazard class H3 Hardwood SANS 457				
	1.20m long x 22-50mm	No	1		
	1.40m long x 22-50mm	No	1		
	1.80m long x 22-50mm	No	1		
TOTAL FOR SECTION 5 CARRIED TO SUMMARY					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
6	PALISADE FENCES				
6.1	CLEAR VIEW MESH SECURITY FENCING				
6.1.1	Powder-coated security fencing Panel of 2400mm high and 2500mm panel length, made of ref 3510 - 3D mesh panels fabricated from absel with a strength of 60% and a tensile strength of 500N/mm2, with a core diameter of 3mm and a tolerance of 0.07mm, with 4No. 43mm V-Profiled horizontal stiffeners. Including galvanised and powder-coated fixators and nuts exceeding 300mm	no	1		
6.1.2	Powder-coated security fencing Panel of 1800mm high and 2500mm panel length, made of ref 3510 - 3D mesh panels fabricated from absel with a strength of 60% and a tensile strength of 500N/mm2, with core diameter of 3mm and a tolerance of 0.07mm, with 4No. 43mm V-Profiled horizontal stiffeners. Including galvanised and powder-coated fixators and nuts not exceeding 300mm	no	1		
6.1.3	Posts: 76 x 45 x 3mm x 3000mm long steel post galvanised and powder-coated, with rubber cap on top	no	1		
6.1.4	Posts: 76 x 45 x 3mm x 2400mm long steel post galvanised and powder-coated, with rubber cap on top	no	1		
6.2	CONCRETE PALISADE FENCING				
6.2.1.	Reinforced Precast concrete palisade fence min 30MPa, finished smooth on exposed surfaces, Palisade fence 3.0m high with 80mm tapering to 220mm x 3m long intermediate and end posts at centres , 145 x 80mm x 2m long top and bottom horizontal rails at intersections, including stopping off bolt	m	1		
CARRIED FORWARD					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
6.2.2	Palisade fence 2,40m high with 80mm tapering to 220mm x 3m long intermediate and end posts at centres, 145 x 80mm x 2m long top and bottom horizontal rails at intersections, including stopping off bolt	m	1		
6.2.3	Galvanised mild steel sliding gate size 5,500mm wide x 3,000mm high overall comprising 2mm thick x 76mm wide x 50mm hollow section frame and running on 50 x 50 x 2mm thick angle section track	no	1		
6.3	STEEL PALISADE FENCING				
6.3.1	Palisade Panel 3.0m long X 1.8m high - Galvanised steel angle section 40x40x3mm	m	1		
6.3.2	Palisade Panel 3.0m long X 2,4m high - Galvanised steel angle section 40x40x3mm	m	1		
6.3.3	Palisade Panel 3.0m long X 1.8m high - Premier and Enamel coated, steel angle sections 40x40x3mm	m	1		
6.3.4	Palisade Panel 3.0m long X 2,4m high - Premier and Enamel coated, steel angle sections 40x40x3mm	m	1		
6.3.5	Palisade Post Square Tubing 76x2mm, 2.4m long. Galvanised. Including caps and brackets	no	1		
6.3.6	Palisade Post Square Tubing 100x2mm x3m long,. Galvanised. Including caps and brackets	no	1		
6.3.7	Palisade Post Square Tubing 76x2mm x2.4m long, Premier and Enamel coated. Including caps and bracket	no	1		
6.3.8	Palisade Post Square Tubing 100x2mm x3m long, Premier and Enamel coated. Including caps and bracket	no	1		
TOTAL FOR SECTION 6 CARRIED TO SUMMARY					

ITEM NO.		UNIT	QTY	RATE	AMOUNT
7	Plastic fencing components				
7.1	Plastic Droppers (HDPE 200 to 210 g/m)				
	1.25m long	No	1		
	1.55m long	No	1		
	2.45m long	No	1		
7.2	Plastic Y Droppers (HDPE 340 g/m)				
	1.25m long	No	1		
	1.55m long	No	1		
	2.45m long	No	1		
TOTAL FOR SECTION 7 CARRIED TO SUMMARY					

SUMMARY OF THE SCHEDULE OF PRICES

TOTAL FOR SECTION 1: GENERAL	R _____
TOTAL FOR SECTION 2: DELIVERY OF MATERIALS	R _____
TOTAL FOR SECTION 3: GENERAL MATERIALS	R _____
TOTAL FOR SECTION 4: STEEL FENCING MATERIALS	R _____
TOTAL FOR SECTION 5: WOOD FENCING MATERIALS	R _____
TOTAL FOR SECTION 6: PALISADE FENCES	R _____
TOTAL FOR SECTION 7: PLASTIC FENCING COMPONENTS	R _____

SUBTOTAL: R _____

Add 15% for VAT: R _____

TOTAL TO FORM OF OFFER AND SUMMARY PAGE R _____

PART C3: SCOPE OF WORK

**LIMPOPO DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT**

**TERM CONTRACT FOR THE SUPPLY, DELIVERY, OFFLOADING AND PACKING OF
FENCING MATERIAL IN THE LIMPOPO PROVINCE FOR A PERIOD OF THREE (3)
YEARS.**

PART C3: SCOPE OF WORK

The following definition is applicable to this document:

- Term contract: A contract in which a Contractor is appointed for a fixed period of time, based on tender criteria. However, work is not guaranteed and will be commissioned as needed by the Client.

1. Purchaser's objectives -

The Purchaser's objective is to purchase (delivery included) fencing materials for the next 3 years from a reliable supplier on an "order type instruction" of type and quantity of materials as required by the Department.

Multiple suppliers may be selected and appointed on the contract. Only winning suppliers may be inspected. It stays the discretion of the department how many he wants to appoint. Allocation of orders will be rotated.

2. Overview of the required supplies

The Purchaser requires materials for 6-strand stockproof, 9-strand stockproof, 21-strand gameproof, 1.8m high security, 6-strand wooden stockproof, 9-strand wooden stockproof and 16-strand wooden gameproof fencing. Materials shall include, amongst others, straining posts, corner posts, struts, stays, wire stays, standards, droppers, bolts, nuts, washers, eye hooks, binding wire, galvanised straining wire, high-tensile straining wire, barbed wire, rods, paint, concrete aggregate, and cement.

Quantities indicated in the Schedules of Quantities are typical quantities for adjudication purposes only, and shall not be regarded as an indication of the actual extent of Goods to be delivered.

3. Applicable standards

All materials used in the Works shall, where such work has been awarded for a specific type of material, bear the SANS mark. The following SANS specifications shall, amongst others, apply:

SANS Code:	Description
SANS CKS 82:1973	Mild steel straining posts, corner posts, stays, standards and droppers for strained wire fences
SANS CKS 146:1972	Gates, steel, with tubular frames (for farm and domestic use)
SANS 280:2008	Hole location in fencing posts and droppers
SANS 23-4:2003	Steel wire and wire products for fences
SANS 675:2009	Zinc-coated fencing wire
SANS 935:2007	Hot-dip (galvanized) zinc coatings on steel wire
SANS 1373:2008	Chain-link fencing and its wire accessories

SANS Code:	Description
SANS 32:1997	Internal and/or external protective coatings for steel tubes - Specification for hot dip galvanized coatings applied in automatic plants
SANS 121:2000	Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
SANS 682:2007	Aluminium paint – Grade 1
SANS 1700	Fasteners – All Part
SANS 10064:2005	The preparation of steel surfaces for coating
SANS 1083:2006	Aggregates from natural sources - Aggregates for concrete
SANS VCS 9085:2007	Compulsory Cement Specification
SANS 50197- 1:2000	Cement Part 1: Composition, specifications and conformity criteria for common cements
SANS 1288	Preservative Treatment of Timber
SANS 457 (1,2 &3): 2000	Wooden poles, droppers, lathes, guard rail posts and spacer blocks

4. Delivery

Delivery will be undertaken on working days between 9:00am and 15:30pm throughout the Limpopo Province at sites indicated on the Purchaser's orders. **The Supplier shall be responsible for unloading and stacking of Goods.**

5. Quality plans and control

The Supplier shall prepare and submit for the Purchaser's approval a Quality Management Plan that shall cover all parts of the supply process.

6. Format of communications

All Communications shall be in writing.

7. Forms for contract administration -

The Supplier shall familiarise himself with the Purchaser's standard forms, systems and procedures to ensure full compliance with the Purchaser's requirements.

8. Health and Safety Requirements

The Supplier shall comply with all requirements and regulations of the Occupational Health and Safety Act, Act 85 of 1993.

9. Employees

The Purchaser shall be responsible for its employees, including compliance with all applicable labour laws.

10. Tax

The Supplier shall be responsible for payment of taxes and full compliance with all tax laws and regulations.

11. Packaging material

The department will not return any packaging material to the supplier.

12. Monitoring and evaluation

Bidders are to note that the Department will carry out monitoring and evaluation of Material.

Right of the Limpopo Department of Agriculture and Rural Development to Investigate and Seek Clarification

- The LDARD may, in its sole discretion, seek clarification during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.
- The LDARD shall seek all clarifications in writing and the Bidders responses shall also be in writing.
- The LDARD may request progress reports, or presentations at any stage of the project.
- Without limiting the generality above, the Department may, in its sole discretion,
 - ✓ Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
 - ✓ Require or seek out confirmation from other parties of information furnished by a Bidder.
- Appropriate penalties, including discharge and / or blacklisting shall be instituted in case of infringements of any of the above stipulations or any other transgressions not covered here-in.
- The LDARD reserves the right not to appoint, to partly appoint or to appoint more than one supplier(s) depending on prevailing circumstances.

13. Joint ventures

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

14. Validity period of bid and extension thereof

- 14.1. The validity (binding) period for the bid will be **240 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.
- 14.2. VAT vendors must calculate **VAT at 15% VAT**.

15. Negotiations

Bidders should note that the Department might subject the successful bidder to negotiations for fair market related prices.

16. Site inspection

- 16.1. As part of the evaluation process of this bid, **the Department will conduct site inspections of premises of all manufacturers who have submitted bids and/or those Manufacturers who have issued letters of undertaking to bidders.**
- 16.2. The purpose of the site inspections is to confirm validity and accuracy of the information submitted in the bidder's bid document. Where the validity and accuracy of the information submitted in the bidder's bid document cannot be confirmed during the site visit, the bidder will be disqualified.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....Bid number.....ACDP 24/03.....
 Closing Time 11:00 ...67/69 BICCARD STREET, TEMO TOWERS..... Closing date...19 AUGUTUS 2024.....

OFFER TO BE VALID FOR 240 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. ** <small>(ALL APPLICABLE TAXES INCLUDED)</small>	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
---	----------	-------------	---------------------------

- | | | |
|---|--|----------------|
| - | Required by: | |
| - | At: | |
| - | Brand and model | |
| - | Country of origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| - | Delivery: | *Firm/not firm |

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

This is an example

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index. **Table 1 PPI Diesel** Dated. **Annually**. Index... **P0151 Steel material**. Dated **Annually**... Index **P0151 Cement** Dated. **Annually**.

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE
D1 = Diesel	10%
D2 = Wire of iron and steel	80%
D3 = Cement	10%
Total = 100%	100 %

SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
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This is an example

Specified materials are available within local suppliers. If imported materials/equipment are instructed, the company commits to current exchange norms and procedures				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE
If import is instructed, company will comply to exchange norms and procedures			

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN NO PRICE INCREASE ON A NON- FIRM PRICE

WERE PRICES ARE INDICATED AS FIRM NO PRICE INCREASE CLAIM WILL BE ENTERTAINED DURING THE CONTRACT PERIOD

This is an example