



**AGRICULTURAL RESEARCH COUNCIL**

**REQUEST TO TENDER FOR:**

**TENDER NO: ARC/26/02/2023**

**PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENOVATE AND UPGRADE THE BLOOD VACCINE COMPLEX.**

**Compulsory Briefing session Date: 06 March 2023**

**Time: 10h00am**

**Venue: 100 Old Soutpan Road, Onderstepoort, Pretoria (Library)**

**Closing Date: 20 March 2023 @ 11h00 am**

**Bidder's Name:.....**

**Central Supplier Database number: .....**

THE DETAILS AND CONTENTS OF THIS DOCUMENT ARE CONFIDENTIAL AND FOR



CONSIDERATION AND RESPONSE BY THE RECORDED RECIPIENTS ONLY

## 1. OVERVIEW

The Agricultural Research Council (ARC) is a Research Science and Technology institution of excellence in South Africa, which operates within the National System of Innovation. The ARC has a mandate for innovative and creative agricultural research, technology development and transfer aimed at the advancement of South African agriculture. Its operations are overseen by the ARC Council which is appointed by and accountable to the Minister for Agriculture, Forestry and Fisheries.

The Agricultural Research Council (ARC) invites suitably qualified and experienced service providers to renovate and upgrade the blood vaccine complex.

## 2. TENDER SUBMISSION

Completed and sealed tender submissions reflecting “**ARC/26/02/2023 and the name of the tenderer**” must be deposited into the Tender Box located at **100 Old Soutpan Road, Onderstepoort, Pretoria** for the attention of: “The Senior Supply Chain Manager”, **by no later than 11:00 (eleven o’clock) on 20 March 2023**.

Tender documents submitted after the closing time and date specified will not be considered. ***No submissions sent by email or facsimile will be accepted.***

Bidders are requested to submit two (2) complete documents into the tender box (one original functionality proposal and one original for financial proposal) and prepare **three (3) copies of the functionality proposal and financial proposal**. **A USB of the functionality and a USB of the financial proposal should also be submitted. The “two envelope system” will be used for this tender. One envelope shall be clearly marked “Functionality Proposal” and another be clearly marked “Financial Proposal”. The name of the bidder and the tender number should reflect on the “sealed” envelopes.**

**Closing Date: 20 March 2023**

**Closing Time: 11h00am**

**1. PURPOSE**

The purpose of this request for proposal is to call on prospective bidders to assist in renovating and upgrading the blood vaccine complex

**2. SCOPE OF PROJECT**



**AGRICULTURAL RESEARCH COUNCIL**

**REQUEST FOR PROPOSAL:**



# **SPECIFICATIONS FOR RENOVATIONS AND UPGRADING OF BLOOD VACCINE PRODUCTION STABLE COMPLEX, KITCHEN AND TEAROOM AT ARC-OVR**

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# 1. Scope of work

- Refurbish and repair.
    - Watering and feed troughs
    - Ablution and kitchen/tee room
    - Repairing concrete
    - Painting of roof
    - Re-plastering building
    - Sealing of Tick farrow
- The ARC may choose to prioritise work.

# 2. Site location

- GPS Location -25.650173° S, 28.187228°E

# 3. Sites conditions

## **The contractor will be responsible to provide:**

- All building material, for example cement, bricks, stone and sand, etcetera.
- Electricity needed by contractor if and when there is no electricity supply at OVR.
- Water needed by the contractor if and when there is no water supply at OVR.
- All material must be new.
- The contractor is responsible for the following: All building material and parts to complete this project. (e.g. steel bolts, nuts, cement, sand, etc.).
- The contractor is responsible for the Safety and Health Environment requirements according to the OHS Act until the site is handed over to the ARC-OVI
- The service provider shall inspect and examine the sites and its surroundings and satisfy himself/herself before submitting his/her quotation as to the nature of the building complex, the form and nature of the site, the quantities and nature of the work, the means of access to the site and in general shall himself/herself obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his/her work.
- It remains the service provider's responsibility to arrange for labour, transport, off-loading, storage and safekeeping of the material, workshop provisioning, scaffolding, equipment and tools required for the execution of the work in general. No claims arising (money wise or time) from a lack of knowledge in this regard will be considered.
- The service provider shall be deemed to have satisfied himself/herself before submitting the quotation as to the correctness and sufficiency of his/her quotation for the works, rates and prices he/she has stated in the quotation shall cover all his/her obligations under the work to be done for the proper completion of the work/project.

- **GUARANTEES**

- The service provider shall guarantee the installation, workmanship and materials being used under this building project for a period of twelve months (12). The service provider shall guarantee the mechanical equipment, installations and workmanship

also for twelve months. The guarantee will commence on the date of receipt of the total and complete installation.

- **OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AS AMENDED**

- The refurbishment and installation of the work must be in accordance with the conditions as set out in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

- **USE OF WATER AND ELECTRICITY**

- **A.) WATER**

- The service provider should note that one of the following sub clauses shall apply to this project:
- (a) On serviced sites, the service provider may use water free of charge, subject to the following:
  - (1) All the necessary temporary plumbing, connections, etc. shall be done by the service provider at his/her own expense and removed on completion. The site shall be left in the same condition as it was when originally handed over to him/her.
  - (2) Before submitting his quotation, the service provider shall acquaint himself/herself with the extend and availability of the water supply on the site. If the existing supply is found insufficient, the service provider will at his/her own expense supplement any shortage.
  - (3) Water supplied free of charge to the service provider, shall only be used for execution of the work and under no circumstances shall be used for any other work purposes. Strict precautions shall be maintained at all times to prevent any waste.
  - (4) The Institute shall at all times be given preference with regard to the water supply and the service provider shall be held responsible for the unimpeded supply to existing buildings.
  - (5) No monetary claim and/or claim in respect of the prolongation of time shall be conceded if the water supply does not at all times meet the service provider's requirements.

- **B.) LIGHT AND POWER**

- Service provider must note that one of the following sub clauses shall apply to the project:
- (a) On serviced sites, the service provider may use the electricity free of charge, subject to the following:

- (1) All the essential connections, supply and installation of connection and safety apparatus, wiring, etc. shall be done by the service provider at his/her own expense and removed on completion. The site shall be left in the same condition as it was when originally handed over to him/her.
- (2) The above-mentioned temporary work shall be performed by a qualified electrician according to the requirements and to the total satisfaction of the Institute. The service provider shall at all times comply with all statutory requirements, safety measures, etc. that may apply to the distribution and consumption of electricity, as well as the requirements and obligations that may apply to the Institute and shall exempt the Institute from any claims that may arise from the consumption of electricity from existing supplies.
- (3) Before submitting his quotation, the service provider shall acquaint himself with the extend and availability of the electricity supply to/on the site. If the existing supply is found insufficient, any shortage shall be supplemented by the service provider at his own expense.
- (4) Electricity supplied free of charge to the service provider, shall only be used for execution of the work and under no circumstances shall be used for any other of the work purposes. Strict precautions shall be maintained at all times to prevent any waste.
- (5) The Institute shall at all times be given preference with regard to the electricity supply and the service provider shall be held responsible for the unimpeded supply to existing buildings.
- (6) No monetary claim and/or claim in respect of the prolongation of time shall be conceded if the electricity supply does not at all times meet the service provider's requirements.
- **UNAUTHORISED PERSONS**
- The service provider shall at all times keep un-authorized persons strictly away from work. Under no circumstances may any person be allowed to sleep or keep any possessions (material) on the building site during the project period or thereafter unless prior arrangement is made.
- **DISTURBANCE**
- The service provider shall perform all work with as little noise and mess as possible and with the minimum disturbance for adjacent and existing buildings and their occupants. He/she shall keep the site, structure, etc. sufficiently wet at his/her own expense during the operations to prevent dust to the existing buildings, all to the satisfaction of the Institute.

- The service provider shall take all the precautions to protect adjacent buildings from damage and he/she alone shall be held liable for any damage to persons or property because of insufficient precautions.
- The service provider shall take the necessary steps to ensure that the workers do not walk around in existing buildings unless necessary for the activities.
- The service provider shall comply with the requirements of any laws or regulations relating to the use of explosives and air-pressure drills.

- **NOTE:**

- After the issuing of the procurement order, it shall be the service provider's duty to arrange for an inspection of the buildings, etc. and the adjacent sites in the presence of the Institute 's representative to identify any defects such as cracks, etc. in buildings, rainwater canals, kerb stones, etc. that may possibly be damaged during execution of this project.
- Such defects shall be recorded to refute any allegations that they have been caused by the operations under this project. If such defects are in fact present, the service provider shall record them and submit, this in writing to the representative before work commences.
- If the service provider fails to inform the representative in writing, it shall be assumed that there are no such defects.

- **SITE MEETINGS AND PROCEDURES**

- The Institute shall reserve the right to convene a site meeting at any time required. The service provider and site manager shall promptly attend all site meetings and shall also ensure that all interested persons under his/her jurisdiction, etc. are notified timely of site meetings.

- **PROGRESS SCHEDULE**

- A provisional project plan is required as part of the bid that clearly indicates major deliverables and their associated dates. Within one (1) week after the site has been handed over, the service provider shall submit the representative with a full detailed project plan in which all aspects of the works have been taken into consideration.
- Strict adherence to the provisions of this plan shall be required and the service provider shall report any deviations and/or future deviations to the Project Manager and submit a new programme indicating the variations.
- If the service provider wishes to deviate from the contract period specified, he/she shall obtain the written permission of the Institute and a penalty clause of 5% of the total value of the contract will be initiated for each additional week.

- **ALTERATIONS AND OLD MATERIAL**

- With the demolition and removal of existing work, the utmost care shall be taken to avoid any structural and/or other damage to the remaining parts of the buildings or equipment. The contractor shall repair any damage that may occur during the undertaking of the work at his/her own expense, to the full satisfaction of the Institute.
- Old materials of the alterations or demolition's, except if specifically described to be re-used or to remain the property of the Institute, may not be used in the new construction, except with the specific written permission of the representative, with the concomitant adjustment of prices. The rest of the old material shall remain the property of the Institute and the service provider shall store it on the site. The Institute representative will point out the storage place to the contractor.

- **TEMPORARY USE OF MATERIAL**

- No material of whatever nature delivered to the site for the project shall be temporarily used for scaffolding or any other purpose. Likewise, no material in the building that is only intended for temporary use shall be used.

- **RUBBLE**

- The service provider shall make provision for the clearing of rubble from the work and, on completion, the cleaning of all machine rooms and the scrubbing of all floors and paving and shall leave the site in a clean and perfect condition for immediate use and occupation. Care should be taken not to use any cleaning agents or material that could damage the surfaces being cleaned.

- **IMPLEMENTS, ETC.**

- The service provider shall supply, maintain and remove on completion or if so requested all implements, scaffolding, tools, labour, etc. that may be required for the proper and timely execution of the work.
- On completion of the project, the service provider shall remove at his/her own expense all construction implements belonging to him/her or his/her subcontractor, and leave the working site and adjacent grounds in a clean and orderly condition.

- **LOSS**

- The contractor shall be liable for any loss through theft, damage, etc. of materials for the project as well as the contents of the buildings from the time the site is handed over. Therefore, the service provider shall take the necessary precautions for protection against such losses.

- **PROTECTION OF BUILDINGS**

- The service provider shall make provision for the protection of the work against bad weather and frost, as well as for temporary screens, canvas, dust sheets, gutters, outlet pipes, drainage ditches, storm water canals, etc. and for the baling out or pumping of water where necessary to keep all parts of the building free of water.
- He/she shall also make provision for the temporary protection of all completed work that may possibly be damaged by the construction work or by other contractors or the weather, to the satisfaction of the representative.
- Especially in the existing buildings, service provider shall take sufficient precautions, to the satisfaction of the Institute representative/agent, to prevent damage to the existing apparatus, buildings and other installations during the project period.
- The service provider shall be held solely responsible for any damage to the work because of insufficient precautions.

- **INJURY TO PERSONS**

- The service provider will be responsible for injuries to persons and indemnify the Institute against any liability, loss, claim or law-suit of any nature in accordance with the Common Law or Acts of the Republic, on an account of an injury, death of anybody, due to the acts of the person undertaking the service except where the injury arises on account of actions undertaken by personnel of the Institute.

- **QUALITY OF PAINT**

- Paints used must be at least of the industrial standard as prescribed by the relevant SANS-specifications and must be approved by the representative while empty containers must be disposed according to the Safety legislation. Institute (ARC-OVI) corporate colours must be used by the service provider as described in the technical specification.

## **4. Watering troughs**

### **4.1 Repair cement drinking troughs**

- Cement water drinking troughs must be repaired/rebuilt/re-plastered where necessary with 40MPa cement.
- All water trough drain openings and drain pipes must be renewed/repared/rebuilt/re-plastered where necessary.
- Cement water troughs must be repaired/rebuilt/re-plastered where necessary as to be watertight.
- Replace all ball float valve water supply systems (minimum 20 mm) to maintain a full drinking trough.
- Install galvanized cover-plates to protect ball valve/ float valve water supply systems. Minimum 3mm steel galvanized steel plate.
- Fix or install a galvanized drainpipe with screw on lid/stopper to drain water for cleaning purposes on all water drinking troughs (see 5.2.2: Drain Plug for water drinking troughs)
- Make sure the water drains in all cement water drinking troughs are functional to be able to drain the water when cleaned with water
- Install a water cut off valve/tap in each water pipe supplying a water trough with water.
- Water reticulations system be protected against damages by cattle (See existing installations)

### **4.2 New Cement drinking Trough**

- Cement water drinking troughs must be built and plastered with 40MPa cement.
- Build the cement water drinking troughs with firebricks and plaster all sides.
- All water troughs must be fitted with a galvanized drain opening and galvanized drainpipes.
- Cement water troughs must be sealed as to be watertight.
- Install minimum 20 mm ball float valve water supply systems to maintain a full drinking trough.
- Install galvanized cover-plates to protect ball valve/ float valve water supply systems. Minimum 3mm steel galvanized steel plate.
- Install a galvanized drainpipe with screw on lid/stopper to drain water for cleaning purposes on all water drinking troughs (see 5.2.2: Drain Plug for water drinking troughs)
- Make sure the water drains in all cement water drinking troughs are functional to be able to drain the water when cleaned with water.
- Water reticulations system be protected against damages by cattle (See existing installations)
- All water pipes must be galvanized and not copper
- All water pipes and taps must be out of reach of animals

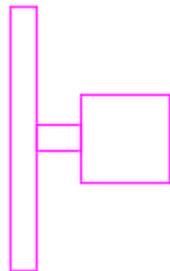
#### 4.2.1 Water Sealer

Using Similar or equal to Cemflex/Sika that is acrylic based emulsion, which improves the water resistance, and adhesion of Portland cement based composites. With membrane. Strictly to manufacture instructions

- Ideal for submerged or subterranean waterproofing
- Good abrasion resistance
- Non - toxic
- Oil resistant
- UV stable
- No sharp edges

#### 4.2.2 Drain Plug for water drinking troughs

- Using a 25 mm Galvanized hollow plug or 25 mm Galvanized end cups weld a 12x12x20mm spacer and 12x12x100mm handle



**Figure 1: Drain Plug for water drinking troughs**

#### 4.3 3.5 Liter Galvanized steel drinking troughs or Aluminum

- Similar or equal to Taltec Half-moon drinking bowl – code 14210
- Including float valve water supply system
- All pipes and pipe fittings must be steel galvanized pipes which is properly protected against cattle forces
- Fastens to walls with 4 X M10 Rawl bolts
- Water reticulations system be protected against damages by cattle (See existing installations)



**Figure 2: A 3.5 Litre Galvanized steel drinking trough**

4.4

**300/400/500 Liter Galvanized Steel drinking Troughs or Aluminum**

- Similar or equal to Taltec code 1401/1402/1403
- 2450 x 570mm
- Close off water valve for each trough
- Ball float valve minimum 20mm with steel cover to cover the ball valve mechanism to prevent cattle damaging the valve
- Hot dipped galvanized
- Minimum 25mm Plug for draining the trough Install a galvanized drainpipe with screw on lid/stopper to drain water for cleaning purposes on all water drinking troughs (see 5.2.2: Drain Plug for water drinking troughs)
- Water reticulations system be protected against damages by cattle (See existing installations) Install galvanized cover-plates to protect ball valve/float valve water supply systems. Minimum 3mm steel galvanized steel plate
- Rawl bolt to the concrete floor with 4 x M10 bolts

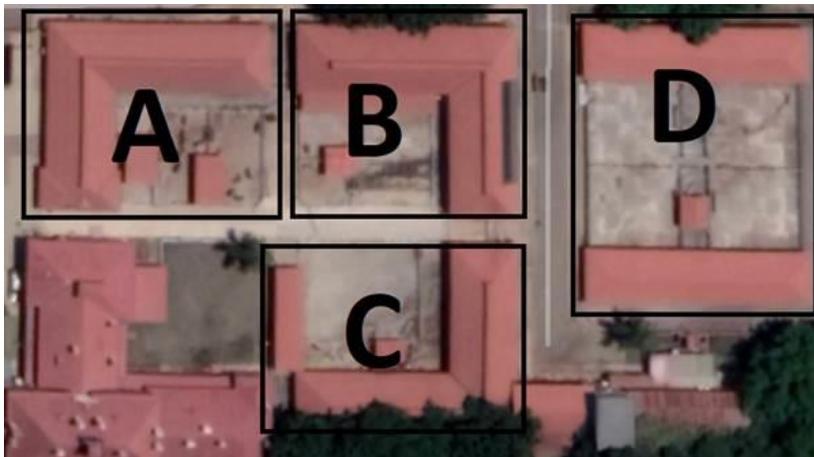


**Figure 3: Drinking Troughs**

## **5. Cement feeding troughs**

- Cement feed troughs must be repaired/rebuilt/re-plastered where necessary with 40MPa cement. Seal cement feed troughs.
- Make sure the drain plugs are functional in all cement feed troughs to be able to drain water from the feed trough when cleaned with water.

## **6. Water and feeding troughs inside the stables and in the outside camps for the stables**



**Figure 4: Stable complex divided into four blocks: A, B, C & D**

### **Stable 16 – indoors – Part of section marked A**

- i) Install a water cut off valve/tap in the water pipe supplying the water troughs with water in stable 16.

### **Stable 16 – outside pen– Part of section marked A**

- i) Refurbish and seal cement feed trough.
- ii) Make sure the drain in cement feed trough to drain rainwater or when cleaned is functional

### **Stable 15 – indoors– Part of section marked A**

- i) Refurbish and seal x 13 cement water troughs.
- ii) Replace x 4 ball valve water supply systems
- iii) Fix or install cover-plates to protect all ball valve water supply systems.
- iv) Fix or install x 9 drainpipes with screw on lid/stopper to drain water for cleaning purposes on all cement water troughs. Minimum 25mm Plug for draining the trough Install a galvanized drainpipe with screw on lid/stopper to drain water for cleaning purposes on all water drinking troughs (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 5 water cut off valve/tap in each water pipe supplying a water trough with water.

- vi) Make sure the drains in all 13 cement feed troughs are functional to be able to drain water when cleaned.

**Stable 15 – outside pen– Part of section marked A**

- i) Refurbish and seal one cement water trough.
- ii) Replace x 2 ball valve water supply systems.(One behind stable 15)
- iii) Fix or install cover-plate to protect ball valve water supply system.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes. Minimum 25mm Plug for draining the trough Install a galvanized drainpipe with screw on lid/stopper to drain water for cleaning purposes on all water drinking troughs (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install a water cut off valve/tap in the water pipe supplying the water trough with water.
- vi) Refurbish and seal cement feed trough.
- vii) Make sure the drain in cement feed trough is functional to drain rainwater or when cleaned with water.

**Stable 14 – indoors– Part of section marked A**

- i) Replace x 6 water troughs with float valve water supply system.



- ii) Install x 6 water cut off valve/taps, one in each water pipe supplying a water trough with water.
- iii) Fix and seal x 6 cement feed trough.
- iv) Make sure the drains in all 6 cement feed troughs are functional.

**Stable 14 – outside pen– Part of section marked A**

- i) Fix and seal x 1 cement water trough.
- ii) Replace x 1 ball valve water supply systems.
- iii) Fix or install cover-plate to protect ball valve water supply system.
- iv) Fix or Install x 1 drainpipe with screw on lid/stopper to drain water for cleaning purposes (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.
- vi) Fix and seal x 1 cement feed trough.
- vii) Make sure the drain in cement feed trough to drain rainwater or when cleaned is functional

**Stable 13 – Indoors– Part of section marked A**

- i) Replace x 6 water troughs with float valve water supply system.



- ii) Install x 6 water cut off valve/taps, one in each water pipe supplying a water trough with water.
- iii) Fix and seal 6 x cement feed trough.
- iv) Make sure the drains in all 6 cement feed troughs to drain rainwater or when cleaned is functional

**Stable 13 – outside pen– Part of section marked A**

- i) Fix and seal x 1 cement water trough.
- ii) Replace x 1 ball valve water supply systems.
- iii) Fix or install x 1 cover-plate to protect ball valve water supply system.
- iv) Fix or install x 1 drainpipe with screw on lid/stopper to drain water for cleaning purposes (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.
- vi) Fix and seal x 1 cement feed trough.
- vii) Fix or install a drain in the cement feed trough to drain the water when cleaned.

**Stable 12 – indoors– Part of section marked A**

- i) Replace x 2 water troughs with float valve water supply system.



- ii) Install x 2 water cut off valve/taps, one in each water pipe supplying a water trough with water.
- iii) Fix and seal x 2 cement feed trough.
- iv) Make sure the drains in both cement feed troughs is functional to drain water when cleaned.

**Stable 12 – outside pens– Part of section marked A**

- i) Fix and seal x 2 cement water troughs.
- ii) Replace x 2 ball valve water supply systems
- iii) Fix or install x 2 cover-plates to protect ball valve water supply systems.
- iv) Fix or install x 2 drainpipes with screw on lid/stoppers to drain water for cleaning purposes on both cement water troughs (see 4.2.2: Drain Plug for water drinking troughs)
- v) Build a cement water trough with a ball valve water supply system, with a cover to protect the ball valve water supply system. Install a drainpipe with screw on lid/stopper to drain water for cleaning purposes. Lay the water pipes to supply this cement water trough with water.

Or

Buy and install the big steel water trough from Taltec. Lay the water pipes to supply this steel water trough with water.



- vi) Install a water cut off valve/tap in each water pipe supplying a water trough with water.
- vii) Fix and seal x 4 cement feed troughs.
- viii) Make sure the drains in all 4 cement feed troughs are functional to drain water when cleaned

**Stable 11 – indoors - Part of section marked B**

- i) Fix 6 stainless water troughs
- ii) Replace x 6 ball valve/float valve water supply systems.
- iii) Fix or install covers-plates to protect ball valve/ float valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on all stainless water troughs (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 6 water cut off valve/tap in each water pipe supplying a water trough with water.

**Stable 10 – indoors- Part of section marked B**

- i) Fix 3 stainless water troughs
- ii) Replace x 3 ball valve/float valve water supply systems
- iii) Fix or install covers to protect ball valve/ float valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on all stainless water troughs (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 3 water cut off valve/tap in each water pipe supplying a water trough with water.

**Stable 9 – indoors - Part of section marked B**

Two of the three stables next to each other must be converted into a kitchen and tearoom for the Animal Attendants working in the Quarantine Blood Vaccine Stable Complex.

**Stable 8 – indoors - Part of section marked C**

These 3 stables were converted into an ablution block and small little kitchen 30 years ago.

The ablution block is too small and needs to be renovated and expanded.

There needs to be at least 2 toilets, a bigger urinal, 4 showers and 2 basins.

The little kitchen needs to be converted into a change room with 10 steel lockers.

#### **Stable 7 – indoors - Part of section marked C**

Nothing

#### **Stable 7 – outside pen - Part of section marked C**

- i) Fix and seal x 1 cement water trough.
- ii) Install x 1 ball valve water supply system.
- iii) Fix or install cover-plate to protect ball valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on cement water trough (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install a water cut off valve/tap in the water pipe supplying a water trough with water.
- vi) Fix and seal x 2 cement feed troughs.
- vii) Make sure the drains in cement feed troughs to drain rainwater or when cleaned is functional

#### **Stable 6 – indoors - Part of section marked C**

Nothing

#### **Stable 6 – outside pen - Part of section marked C**

- i) Fix and seal x 1 cement water trough.
- ii) Install x 1 ball valve water supply system.
- iii) Fix or install cover-plate to protect ball valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on cement water trough (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 1 water cut off valve/tap in the water pipe supplying a water trough with water.

#### **Stable 5 – indoors - Part of section marked C**

- i) Fix x 4 stainless water troughs
- ii) Replace x 4 ball valve/float valve water supply systems
- iii) Fix or install cover-plates to protect ball valve/ float valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on all stainless water troughs (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 4 water cut off valve/tap in each water pipe supplying a water trough with water.
- vi) Fix and seal 4 x cement feed troughs.
- vii) Make sure the drains in all 4 cement feed troughs are functional to drain water when cleaned.

**Stable 5 – outside pen - Part of section marked C**

- i) Fix and seal x 1 cement water trough.
- ii) Replace or install x 1 ball valve water supply system
- iii) Fix or install cover-plate to protect ball valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on cement water trough (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 1 water cut off valve/tap in the water pipe supplying a water trough with water.
- vi) Build a new cement water trough with a ball valve water supply system, with a cover to protect the ball valve water supply system. Install a drainpipe with screw on lid/stopper to drain water for cleaning purposes. (see 4.2.2: Drain Plug for water drinking troughs) Install x 1 water cut off valve/tap in the water pipe supplying a water trough with water. Supply and lay the water pipes to supply this cement water trough with water.

**Or**

Buy and install a steel water trough from Tal-Tec. Install water trough with a ball valve water supply system, with a cover to protect the ball valve water supply system. Install a drainpipe with screw on lid/stopper to drain water for cleaning purposes (see 4.2.2: Drain Plug for water drinking troughs). Install x 1 water cut off valve/tap in the water pipe supplying a water trough with water. Lay the water pipes to supply this steel water trough with water.



- vii) Fix and seal 1 x cement feed troughs.
- viii) Make sure the drain in cement feed trough to drain rainwater or when cleaned is functional.

**Stable 4 complex - Part of section marked D**

**Stable 4A – indoors - Part of section marked D**

Nothing.

**Stable 4A – outside pen - Part of section marked D**

- i) Fix and seal x 1 cement water trough.
- ii) Install x 1 ball valve water supply system
- iii) Fix or install cover to protect ball valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on cement water trough (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install x 1 water cut off valve/tap in the water pipe supplying a water trough with water.
- vi) Fix and seal 1 x cement feed troughs.
- vii) Make sure the drain in cement feed trough to drain rainwater or when cleaned is functional.

**Stable 4B – indoors - Part of section marked D**

Nothing.

**Stable 4B – outside pen - Part of section marked D**

- i) Fix and seal 1 x cement water trough.
- ii) Install a ball valve water supply system and fix or install cover to protect ball valve water supply systems.
- iii) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on cement water trough (see 4.2.2: Drain Plug for water drinking troughs)
- iv) Install a water cut off valve/tap in the water pipe supplying a water trough with water.
- v) Fix and seal 1 x cement feed troughs.
- vi) Make sure the drain in cement feed trough to drain rainwater or when cleaned is functional.

**Stable 4C – indoors - Part of section marked D**

Nothing.

**Stable 4C – outside pen - Part of section marked D**

- i) Fix and seal 1 x cement water trough.
- ii) Replace the ball valve water supply system
- iii) Fix or install a cover-plate to protect ball valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on cement water trough (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install a water cut off valve/tap in the water pipe supplying a water trough with water.
- vi) Fix and seal 1 x cement feed troughs.
- vii) Make sure the drain in cement feed trough to drain rainwater or when cleaned is functional.

**Stable 4D – indoors - Part of section marked D**

Nothing.

**Stable 4D – outside pen - Part of section marked D**

- i) Fix and seal 1 x cement water trough.
- ii) Replace the ball valve water supply system
- iii) Fix or install a cover-plate to protect ball valve water supply systems.
- iv) Fix or install a drainpipe with screw on lid/stopper to drain water for cleaning purposes on cement water trough. (see 4.2.2: Drain Plug for water drinking troughs)
- v) Install a water cut off valve/tap in the water pipe supplying a water trough with water.
- vi) Fix and seal 1 x cement feed troughs.
- vii) Make sure the drain in cement feed trough to drain rainwater or when cleaned is functional.

**Water Supply – the entire complex, from section A to D**

- i) Water supply to inside and outside water troughs and taps that are used for hose pipes to be refurbished/renewed/replaced where necessary.
- ii) Replace all washers of all taps in Blood vaccine stable complex with cobra taps or taps with similar quality x 8 water taps

**Summary of all the water and feeding troughs inside the stables and in the outside camps for the stables that needs work**

**Table 1:**

Stable		Drinking Trough	Feeding Trough
4A Block D	Indoor	0	0.
	Outdoor Pen	Repair and seal x 1 Cement Trough Replace x 1 ball/float valve water supply system Fix or install x 1 cover-plate to protect ball/float valve water supply systems Fix or install x 1 drainpipe with screw on lid/stopper Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.	0
4B Block D	Indoor	0	0
	Outdoor Pen	Repair and seal x 1 Cement water Trough Replace x 1 ball/float valve water supply system Fix or install x 1 cover-plate to protect ball/float valve water supply systems	0

		Fix or install x 1 drainpipe with screw on lid/stopper Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.	
4C	Indoor	0	0
Block D	Outdoor Pen	Repair and seal x 1 Cement water Trough Replace x 1 ball/float valve water supply system Fix or install x 1 cover-plate to protect ball/float valve water supply systems Fix or install x 1 drainpipe with screw on lid/stopper Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.	0
4D	Indoor	0	0
Block D	Outdoor Pen	Repair and seal x 1 Cement water Trough Replace x 1 ball/float valve water supply system Fix or install x 1 cover-plate to protect ball/float valve water supply systems Fix or install x 1 drainpipe with screw on lid/stopper Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.	0
Stable 4 Sickbay	Indoor	Replace X 2 water troughs (Galvanized steel or Aluminium water troughs)	
Block D		 <p>If water trough is not complete, please install x 6 ball/float valve water</p>	

		supply systems in each and install x 6 cover-plate to protect ball/float valve water supply system on each	
5 Block C	Indoor	<p>Repair and seal X 4 stainless water troughs</p> <p>Replace x 4 ball/float valve water supply systems</p> <p>Fix or install x 4 cover-plates to protect ball/float valve water supply systems</p> <p>Fix or install x 4 drainpipe with screw on lid/stoppers</p> <p>Install x 4 water cut off valve/tap in each water pipe supplying a water trough with water.</p>	<p>Repair x 4 cement feed troughs and make sure the drain in cement feed troughs to drain water when cleaned is functional.</p>
	Outdoor Pen	<p>Build and seal x 1 Cement water Trough</p> <p>Install x 1 ball/float valve water supply system</p> <p>Install x 1 cover-plate to protect ball/float valve water supply systems</p> <p>Install x 1 drainpipe with screw on lid/stopper</p> <p>Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.</p> <p>Supply and lay the water pipes to supply this cement water trough with water.</p> <p><b>Or</b></p> <p>Buy and install x 1 Galvanized steel water trough or Aluminium water trough</p> <p>Install x 1 ball/float valve water supply system</p> <p>Install x 1 cover-plate to protect ball/float valve water supply systems</p> <p>Install x 1 drainpipe with screw on lid/stopper</p> <p>Install x 1 water cut off valve/tap in the water</p>	<p>Repair x 1 cement feed trough and make sure the drain in cement feed trough to drain rainwater or water when cleaned is functional.</p>



		pipe supplying the water trough with water. Supply and lay the water pipes to supply this steel water trough with water	
6 Block C	Indoor	0	Repair x 4 cement feed troughs and make sure the drain in cement feed troughs to drain water when cleaned is functional.
	Outdoor Pen	Repair and seal X 1 cement water trough Replace x 1 ball/float valve water supply system Fix or install x 1 cover-plate to protect ball/float valve water supply systems Fix or install x 1 drainpipe with screw on lid/stopper Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.	Repair x 1 cement feed trough and make sure the drain in cement feed trough to drain rainwater or water when cleaned is functional.
7 Block C	Indoor	0	0
	Outdoor Pen	Repair and seal X 1 cement water trough Replace x 1 ball/float valve water supply system Fix or install x 1 cover-plate to protect ball/float valve water supply systems Fix or install x 1 drainpipe with screw on lid/stopper Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.	Repair x 1 cement feed trough and make sure the drain in cement feed trough to drain rainwater or water when cleaned is functional
8 Block C	See: Bathroom - point number 8		
9 Block B	See: Kitchen - point number 9		

10 Block B	Indoor	Repair and seal X 3 stainless water troughs Replace x 3 ball/float valve water supply systems Fix or install x 3 cover-plates to protect ball/float valve water supply systems Fix or install x 3 drainpipe with screw on lid/stoppers Install x 3 water cut off valve/tap in each water pipe supplying a water trough with water.	0
11 Block B	Indoor	Repair and seal X 6 stainless water troughs Replace x 6 ball/float valve water supply systems Fix or install x 6 cover-plates to protect ball/float valve water supply systems Fix or install x 6 drainpipe with screw on lid/stoppers Install x 6 water cut off valve/tap in each water pipe supplying a water trough with water.	0
12 Block A & B	Indoor Block A	Replace X 2 water troughs (Galvanized steel or Aluminium water troughs)  If water trough is not complete, please install x 6 ball/float valve water supply systems in each and install x 6 cover-plate to protect ball/float valve water supply system on each	Repair X 2 cement feed troughs and make sure the drain in cement feed troughs to drain water when cleaned is functional
	Outdoor Pen Block B	Repair and seal X 2 cement water troughs	Repair X 4 cement feed troughs and make sure the drain in cement feed

	 	<p>Replace x 2 ball/float valve water supply systems  Fix or install x 2 cover-plates to protect ball/float valve water supply systems  Fix or install x 2 drainpipe with screw on lid/stoppers  Install x 2 water cut off valve/tap in each water pipe supplying a water trough with water.</p> <p>Build and seal x 1 Cement water Trough  Install x 1 ball/float valve water supply system  Install x 1 cover-plate to protect ball/float valve water supply systems  Install x 1 drainpipe with screw on lid/stopper  Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.  Supply and lay the water pipes to supply this cement water trough with water.</p> <p><b>Or</b></p> <p>Buy and install x 1 Galvanized steel water trough or Aluminium water trough  Install x 1 ball/float valve water supply system  Install x 1 cover-plate to protect ball/float valve water supply systems  Install x 1 drainpipe with screw on lid/stopper  Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.  Supply and lay the water pipes to supply this steel water trough with water</p>	<p>troughs to drain rainwater or water when cleaned is functional</p>
13	Indoor	Replace X 6 water troughs (Galvanized	Repair X 6 cement feed troughs and make sure the drain

Block A		<p>steel or Aluminium water troughs)</p>  <p>If water trough is not complete, please install x 6 ball/float valve water supply systems in each and install x 6 cover-plate to protect ball/float valve water supply system on each</p>	<p>in cement feed troughs to drain water when cleaned is functional</p>
	Outdoor Pen	<p>Repair and seal X 1 cement water trough          Replace x 1 ball/float valve water supply system          Fix or install x 1 cover-plate to protect ball/float valve water supply systems          Fix or install x 1 drainpipe with screw on lid/stopper          Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.</p>	<p>Repair X 1 cement feed troughs and make sure the drain in cement feed trough to drain rainwater or water when cleaned is functional</p>
14 Block A	Indoor	<p>Replace X 6 water troughs (Galvanized steel or Aluminium water troughs)</p>  <p>If water trough is not complete, please install x 6 ball/float valve water supply systems in each and install x 6 cover-plate to protect ball/float valve water supply system on each</p>	<p>Repair X 6 cement feed troughs and make sure the drain in cement feed troughs to drain water when cleaned is functional</p>
	Outdoor Pen	<p>Repair and seal X 1 cement water trough          Replace x 1 ball/float valve water supply system          Fix or install x 1 cover-plate to protect ball/float</p>	<p>Repair X 1 cement feed troughs and make sure the drain in cement feed trough to drain rainwater or water when cleaned is functional</p>

		<p>valve water supply system</p> <p>Fix or install x 1 drainpipe with screw on lid/stopper</p> <p>Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.</p>	
15 Block A	Indoor	<p>Repair and seal X 13 cement water troughs</p> <p>Replace x 4 ball/float valve water supply systems</p> <p>Fix or install x 4 cover-plates to protect ball/float valve water supply systems</p> <p>Fix or install x 9 drainpipe with screw on lid/stoppers</p> <p>Install x 4 water cut off valve/tap in each water pipe supplying a water trough with water.</p>	<p>Repair X 13 cement feed troughs and make sure the drain in cement feed trough to drain water when cleaned is functional</p>
	Outdoor Pen	<p>Repair and seal X 1 cement water trough</p> <p>Replace x 1 ball/float valve water supply system</p> <p>Fix or install x 1 cover-plate to protect ball/float valve water supply system</p> <p>Fix or install x 1 drainpipe with screw on lid/stopper</p> <p>Install x 1 water cut off valve/tap in the water pipe supplying the water trough with water.</p>	<p>Repair X 1 cement feed troughs and make sure the drain in cement feed trough to drain rainwater or water when cleaned is functional</p>
		<p>Replace 1 ball/float valves water supply system at the back of stable 15, the main water supply system and install a cut off valve/tap in the water pipe supplying the water</p>	
16	Indoor	0	

Block A	Outdoor Pen	0	Repair X 1 cement feed troughs and make sure the drain in cement feed trough to drain rainwater or water when cleaned is functional
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## **7. Stable doors (steel and wooden doors)**

### **7.1 Steel Doors**

- 38 Steel doors (7 double steel doors) in total in the complex to be painted.
- From these 38 steel doors, 15 must be made smaller, take off  $\pm 100$  mm at the bottom where doors are rusted. This will also allow the water to flow underneath the doors without touching the steel doors.
- They must also make sure all 38 doors can close and open properly and the lock mechanism works. Please make sure all 38 steel door frames are still in place and sturdy
- Repair all hinges and locks
- Please sand and paint all 28 steel doors.
- All steel work must be sanded down, washed, primed with undercoat primer and repainted with 2 coats of Cold galvanizing paint.

### **7.2 Wooden doors**

- There is 11 wooden doors (1 double wooden door) in the complex. Please sand, treat and varnish these doors, All wood must be adequately prepared for painting.
- All wooden doors (9) must be sanded down to remove old varnish. To be inspected before any painting commences. Paint with 1 coat thinned (to be inspected before final coats are given) and 2 further coats of undiluted Exterior UV resistant varnish used on marine boats.
- 2 of the 11 doors are painted, please sand these doors and paint again. If doors were painted all loose paint flakes must be removed to ensure a well prepared surface before painting. To be inspected before any painting commences.  
Repaint with 2 coats of oil based enamel, similar and equivalent to Plascon or Dulux – same colour as existing buildings. First coat to be inspected before final coat is started.
- All 11 doors can close and open properly and the lock and handle mechanism works.
- Ensure all 11 wooden door frames are still in place and sturdy, if not repair or replace.

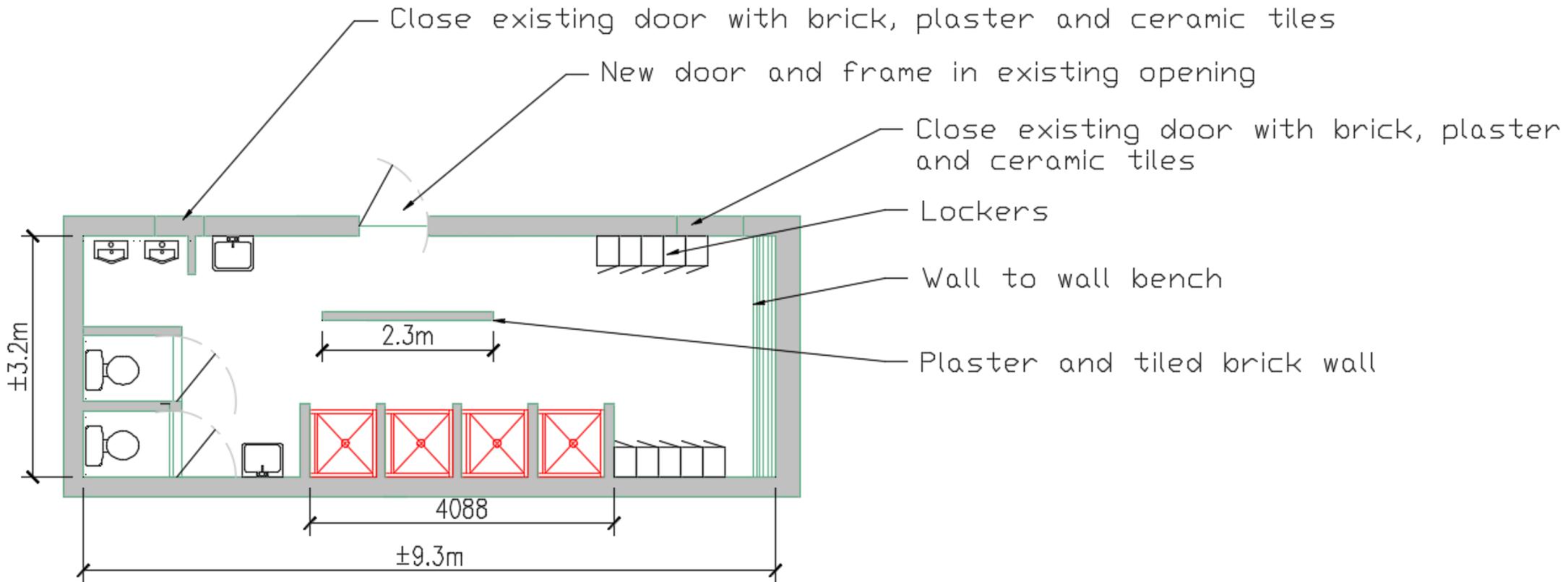
## 8. **Ablution / Bathroom**

### 8.1 **Scope of work**

Renovate ablution facilities with:

- Build new walls where necessary
- New cold and water reticulation system
- Install 2 new toilets
- Install 2 new Urinals
- Install 4 new showers + curtains
- Install 2 new basins
- Supply 10 lockers
- Install new ceiling and Cornish
- Isolate the ceiling with pink aerolite
- Install new door and close other 2 doors.
- Tile floors and walls
- Supply and install new 250 Litre geyser

8.2 **Drawing 1:**



### 8.3 **Walls**

#### 8.3.1 **Existing door openings**

- Close existing 2 doors with bricks leaving the vents open ( $\pm 2.1\text{m}$ )
- Plaster and painted on the outside
- Plaster and tile inside

#### 8.3.2 **New screen wall**

- New brick wall 2.3m wide x 1.8m height
- Plaster and tile on all 5 sides

### 8.4 **Ceilings**

- Install Nutec 6mm ceiling in bathroom, similar to Everite. Strictly according to the manufacturer
- Screw all ceilings to bracker and no nailing
- All screw holes must be filled with filler before painting
- High density polystyrene cornices
- Isolate the ceiling with pink aerolite
- Painted white, similar or equal with Dulux ceiling white,
- Paint must have 10 year guarantee against Mildew Resistant growth.

### 8.5 **Floor and wall Tiling**

- Wall tiles to ceiling height on all walls
- Floor tiles to cover all floor area
- Ceramic floor tiles similar to Kilimanjaro heavy duty tiles. Contractor must submit sample of tile for approval
- To be laid according to SANS 1449
- Tile cement to be removed between tiles before grouting
- Grout with SANS approved grout
- Seal all gaps/grout with grout sealer, strictly to manufacturer specifications mixed with water proving reagent
- Gaps between tiles 8mm
- Contractor must submit colour sample of grout for approval

### 8.6 **Electrical**

#### 8.6.1 **Electrical lights**

- 3 x 1.2m Double fluorescent lights
- New wall light switch

#### 8.6.2 **Electrical plug tops**

- 2 x 4 x 4 Double socket with double 2 Euro outlet



**Figure 5: 4 x 4 Double socket with double 2 Euro outlet**

**8.7 Toilets and urinals**

- 2 new Urinals and 2 new close couple toilets
- SABS approves water valves to each unit
- SABS approves Toilet and urinals

**8.8 Warm water Geyser**

- Remove 1 x 150 litre burst geyser under the roof on the outside
- Supply and install 1 x 250 litre geyser mount under the roof on the outside (Contractor supply).
- Complete with electrical isolator (Contractor must supply x 2)
- Complete with all safety valves as per regulations\1 requirements (Contractor must supply x 2)

**8.9 Door**

**8.9.1 Front door (outside)**

- New 1575 x 2032mm Standard wood solid door (superior grade) – DDA (open out), complete with hinges, strike plate, 3 lever mortice lock, chrome plated brass door hooks and rubber door stops.

**8.9.2 Toilets doors:**

- New 813 x 2032mm hollow core, complete with, strike plate, 2-lever mortice lock, chrome plated handles and door stop.

**8.10 Steel lockers**

- One door Heavy duty steel locker
- One year replacement guarantee and ten year service warranty
- 1800mm(H) x 300mm(W) x 450(D) top shelf(opening 255mm(H) x 230mm(W) x 420mm(D) & hangrail below & Hasp & Staple for padlock facility
- Quantity 10
- Steel locker must have legs to stand on to be able

to keep locker from the ground and out of the water on the wet floors.



Figure 6: Steel locker with legs



## 9. Kitchen/Tearoom

The current kitchen will form part of the new ablution facility and everything in it must be removed. Stable 9 will be converted into a kitchen and tearoom. The basin, the kitchen tops and wooden cupboards must be removed from the old kitchen and installed in the newly refurbished kitchen and tearoom.

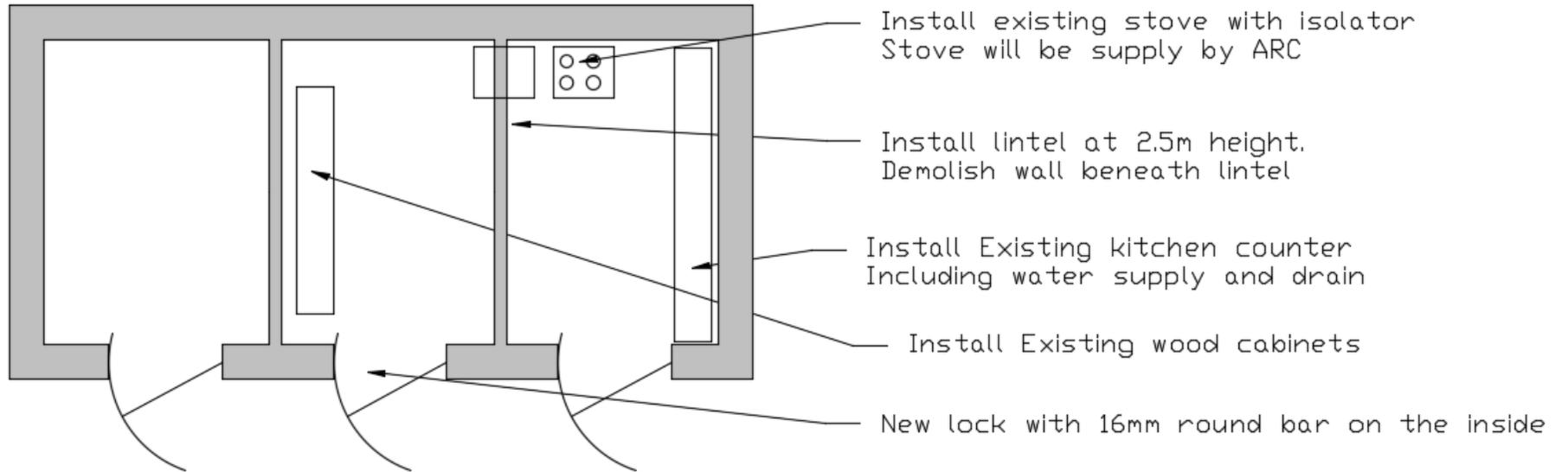
### 9.1 Scope of work

Renovate stable 9 facility to form an open plan kitchen and tearoom with:

- Brake through walls where necessary
- Install new doors where necessary
- Level the floor
- Plaster the walls
- Paint the walls
- Install new ceiling -Isolate the ceiling with pink aerolite
- Install basins
- Install kitchen tops
- Install electricity
- Install new stove, microwave, fridge
- Install wooden cupboards
- Remove old 150 litre geyser from ablution facility and install at the kitchen/tearoom, mount under the roof on the outside
- Complete with electrical isolator
- Complete with all safety valves as per manufacturer requirements

9.2

**Drawing 2:**



### 9.3 **Walls**

- Install lintel between rooms
- Break wall under lintel
- Plaster
- Paint all walls: Strip and brush all loose paint and scaling completely from the existing walls.
- Repair all damaged walls inside and outside with plaster filler
- Clean and wash all walls properly using sugar soap – to be inspected before any painting commences.
- Paint with bonding liquid where required.
- Paint all walls with appropriate universal under coat where required.
- Paint inside with 2 coats of Roof paint. (High wearing surface)
- Paint the outside of buildings with 3 coats of water based acrylic for exterior use, same colour as existing buildings. First coat to be inspected before final coat is started.
- Paint must have a 12 year product guarantee that is stated on the product. (Similar or equal to Dulux Roofguard)

### 9.4 **Floor an wall tiling**

- Tile above counter and basin, minimum 600mm height
- Screed floors
- Floor tiles to cover all floor area
- Install tile skirting (Tile divides by 3)
- Ceramic floor tiles similar to Kilimanjaro heavy duty tiles. Contractor must submitted sample of tile for approval
- To be laid according to SANS 1449
- Tile cement to be removed between tiles before grouting
- Grout with SANS approved grout
- Seal all gaps/grout with grout sealer, strictly to manufacturer specifications mixed with water proving reagent.
- Gaps between tiles 8mm
- Contractor must submit colour sample of grout for approval

### 9.5 **Ceiling**

- Install Nutec 6mm suspended ceiling in bathroom, similar to Everite.
- Screw all ceilings to brandering and no nailing
- All screws holes must be fill with filler before painting
- High density polystyrene cornices.
- Isolate the ceiling with pink aerolite
- Painted white, similar or equal with Dulux ceiling white,
- 10 year anti-mould guarantee
- Install/apply strictly to manufacturer specifications

### 9.6 **Electrical**

See: Electrical standards point no 17

#### 9.6.1 **Electrical Distribution board (DB)**

- Supply and install new surface mount DB board with switchgear and feeder cable to DB.
  - 40 A Isolator
  - 60 A Earth leakage
  - 10 A Light
  - 20 A

- 20 A Geyser with timer and 24h reserve in case of power failures, similar to CBI QAT-R-DM.

#### 9.6.2 **Electrical lights**

- 2 x 1.2m Double fluorescent lights
- New wall light switch

#### 9.6.3 **Electrical plug tops**

- 3 X New 4 x 4 socket outlets with new switched 16A double socket outlets, surface mounted.
- 1 x 4 x 4 Double socket with double 2 Euro outlet



**Figure 7: 4 x 4 Double socket with double 2 Euro outlet**

#### 9.7 **Wooden cabinets**

- Remove and re-install wooden cabinets
- Sand and paint cabinets
- Repair all hinges, locks and handles.

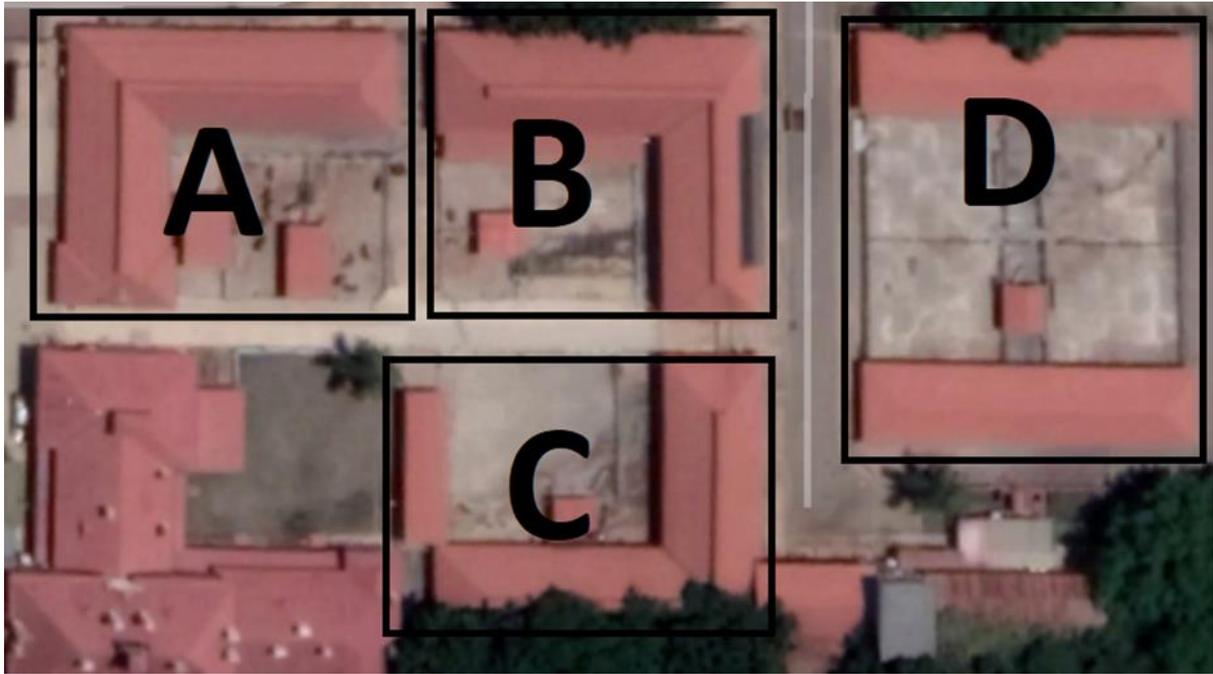
#### 9.8 **Kitchen counter with basin**

- Remove and re-install counter
- Clean stainless steel counter
- Install water reticulation system (Fresh and waste)
- Use existing taps. Replace tap washer and seals
- Water waste must be pipe to the outside of the building into existing drain farrow
- Mount counter to screws with nail in anchors
- Install existing geyser (Supply by ARC) under counter

#### 9.9 **Existing equipment**

- The following equipment will be supplied by the ARC and must be install/fitted:
  - Fridge
  - Microwave oven
  - Cooking stove (Electrical Isolating outlet)
  - Urn

## 10. Walls



**Figure 8**

**10.1 Outside and Inside Walls at Stable complex marked A, B, C, & D (stables 4 to 16)**

- Remove just the loose plaster.
- Re-plaster with strong cement mixture (Top part of window)
- Wall must have a smooth finish
- Cement 42,5 N, complies with SANS 50197
- 1 bag of cement to 200 litres of damp sand
- The use of a Bonding liquid (Similar or equal to a.b.e. Plata Kee ) compulsory to bind the new plaster to the existing walls. (<http://www.abe.co.za/2012/07/30/new-bonding-liquid-from-a-b-e-construction-chemicals/>)

**10.2 Windows and air vents**

- Repair and renew crack or broken windows, window panes, window frames and vent opening frames above doors.
- Use wire brush to clean out damage wood section
- Use paintable silicon to fill all holes and crevices
- Replace all cracked or broken windowpanes
- Replace all lose window putty.
- Where new putty is used it must be allowed to set and dry to the correct firmness before painting.
- All window panes after painting to be neatly cleaned of paint and washed.
- All wood must be adequately prepared for painting.
- All wood must be sanded down to removes lose paint and flaking paint. To be inspected before any painting commences.
- Paint with primer for wood. To be inspected before final painting commences.
- Repaint with 2 coats of oil based enamel, similar and equivalent to Plascon or Dulux – same colour as existing buildings. First coat to be inspected before final coat is started.

**11. Cement walkways and floors**

- Repair 220 m<sup>2</sup> concrete floors
- Saw/cut damage floor to square block

- Refer to SANS 1200G & SABS1200GB. Cement must comply with SANS ENV 197-1, minimum grade 32,5. A 100mm thick surface bed, 20 MPa at 28 days, must be cast onto the inner wall skin, on compacted ground fill, compacted in layers of 150mm to 95% mod AASHTO.
- Minimum steel reinforcement for concrete Ref. 245 (200 x 200 x 6.3 mm) SANS 1024:2012 welded mesh
- Non slip surface for cattle. 12 to 25 mm wide parallel grooves with a depth of up to 9mm should be spaced 100 to 125 mm on centre with alignment parallel to alley length.
- (<https://articles.extension.org/pages/65155/flooring-considerations-for-dairy-cows>)
- Fix and repair drainage system under the cement walkway between stable 12 and 11. Replace drainpipe where necessary.

## 12. Roofs- Stable and lean-to roofs

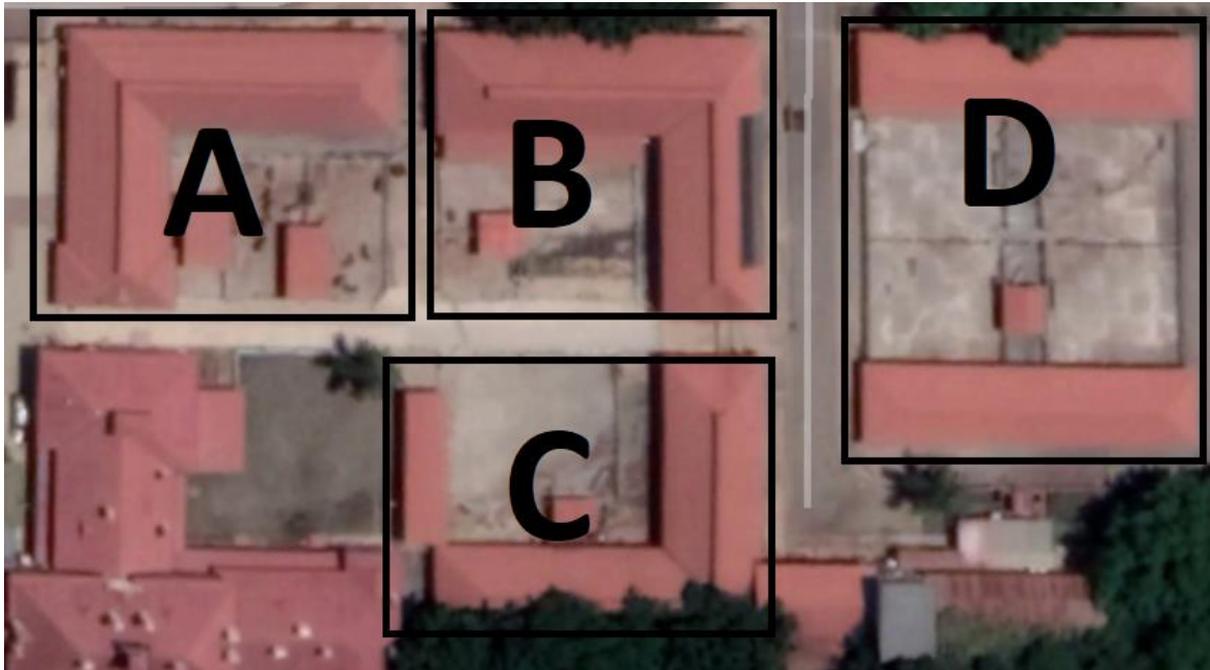


Figure 9: Roofs

### 12.1 Trees

- Five Trees must be trimmed on the south side of stable no 5 in block C to be able to paint the roof of block C – see on picture in figure 9

### 12.1 Break down prices according to Figure 9: Roofs, marked areas A, B, C & D: and Figure

10 the surface areas to be painted

Figure 10: Roof surface areas to be painted



## 12.2 Roof Painting

- Clean roof with wire brush on 230mm grinder, but be careful not to damage the membrane that seals the roof.
- Remove all loose paint
- Sand the entire roof to smooth surface
- Wash the roof plus overlaps (both sides) with high pressure water
- Seal all screws and over laps where necessary & allow the ARC representative to inspect before continuation.
- Seal all outlets where necessary (Valleys & Ridges) through roof and check for leaks.
- Remove and replace all sheets that are too rusted to seal. The ARC – OVR will provide the sheets.
- Clean and flush with high-pressure water.
- Apply anti-rust agent on all rusted areas.
- Paint with an etching primer similar and equivalent to Plascon SNK. To be inspected before any final painting commences.
- Repaint all of above with 2 coats of similar and equivalent to Dulux or Plascon roof paint – same colour as existing buildings. Paint must have a 12-year product guarantee

## 12.2 Water proofing

- Repair all loose water proofing. Waterproof roof and valleys with sealer – all screws, seams, overlaps, etc.
- ARC to inspect and approves cleaning and sealing of roof before commencing of paint process.
- Repair with high strength polyester membrane similar or equal to a.b.e water proofing system.
- Apply 2 coats LIQUID WATERPROOFING COMPOUND
- Install/apply strictly according to manufacturer specification/instructions
- Super laycryl (paint) must have a 10 year quality guarantee. Similar or equal to a.b.e. super laycryl
- All membrane must have a 10 year quality guarantee
- Seal all holes with with membrane and Super laycryl

## 12.3 Roof sprockets

### Previously painted sprockets:

- Sprockets must be sanded down to removes lose paint and flaking paint. To be inspected before any painting commences.
- Paint with primer for wood. To be inspected before final painting commences.
- Repaint with 2 coats of oil based enamel, similar and equivalent to Plascon or Dulux – same colour as existing buildings. First coat to be inspected before final coat is started.

### Previously treated with Carbolineum

- Clean with wire brush.
- Re-painted with 2 coats of Carbolineum

## 12.4 Gutters and down pipes

- Remove gutters in building C as indicated
- All gutters need to be cleaned.
- Clean all previously unpainted gutters and down pipes with or similar and equivalent to Dulux Galva clean and flush with high-pressure water.
- All gutters that are painted must be cleaned, sanded and repainted
- Gutters must be sanded down to removes lose paint and flaking paint. To be inspected before any painting commences
- Paint with an etching primer similar and equivalent to Plascon SNK. To be inspected before any final painting commences.

- Repaint all of above with 2 coats of similar and equivalent to Dulux or Plascon roof paint – same colour as existing buildings.

#### 12.5 **Wooden tar poles**

- Clean with wire brush
- Lean-to tar poles must be repaired where necessary and re-painted with 2 coats. Using a mixture of: 50% creosote and 50% raw linseed oil
- First coat to be left to penetrate before second coat is applied.

#### 12.6 **Lean-to roofs**

Wooden poles and structures

- Clean with wire brush
- Lean-to tar poles must be repaired where necessary and re-painted with 2 coats. Using a mixture of:
  - 50% creosote
  - 50% raw linseed oil
  - First coat to be left to penetrate before second coat is applied.

### 13 **Animal crush station**

- Remove existing shade netting and replace with new net.
- Paint all wooden surfaces (See: Paint wood poles and wooden structures)
- Structure must be covered with 70% Green shade net
- The re-use of the old Shade Net is not permitted
- Minimum standard: SABS approved
- Minimum standard: Alnet's monofilament twine or similar to stitch pieces of shade cloth together
- No holes in net is permitted

### 14 **Tics watering farrow**



**Figure 11: Tics watering farrow**

- Clean farrow
- Remove all loose membrane
- Repair farrow with high strength polyester membrane similar or equal to a.b.e water proofing system.
- Apply 2 coats LIQUID WATERPROOFING COMPOUND to the whole length. (180m).
- Install/apply strictly according to manufacturer specification/instructions

- Super laycryn (paint) must have a 10 year quality guarantee. Similar or equal to a.b.e. super laycryn
- All membrane must have a 10 year quality guarantee
- Colour: Grey

## 15 Paints

### 15.1 Wood poles and structures

- Clean with wire brush
- Lean-to tar poles must be repaired where necessary and re-painted with 2 coats. Using a mixture of: 50% creosote and 50% raw linseed oil
- First coat to be left to penetrate before second coat is applied.

### 15.2 Windows frame and Vents

- All wood must be adequately prepared for painting.
- All wood must be sanded down to remove loose paint and flaking paint. To be inspected before any painting commences.
- Paint with primer for wood. To be inspected before final painting commences.
- Repaint with 2 coats of oil based enamel, similar and equivalent to Plascon or Dulux – same colour as existing buildings. First coat to be inspected before final coat is started.

### 15.3 Painted Wood surfaces

- Wooden doors: All wood must be sanded down, treated and varnished. Paint with 1 coat thinned (to be inspected before final coats are given) and 2 further coats of undiluted Exterior UV resistant varnish used on marine boats.
- If doors were painted all loose paint flakes must be removed to ensure a well prepared surface before painting. To be inspected before any painting commences.
- Repaint with 2 coats of oil based enamel, similar and equivalent to Plascon or Dulux – same colour as existing buildings. First coat to be inspected before final coat is started.

### 15.4 Steel

- All steel work must be sanded down, washed, primed where necessary with undercoat primer and repainted with 2 coats of Cold galvanizing paint.

### 15.5 Walls

- Strip and brush all loose paint and scaling completely from the existing walls.
- Repair all damaged walls inside and outside with plaster filler
- Clean and wash all walls properly using sugar soap – to be inspected before any painting commences.
- Paint with bonding liquid where required.
- Paint all walls with appropriate universal under coat where required.
- Paint inside with 2 coats of Roof paint. (High wearing surface)
- Paint the outside of buildings with 3 coats of water based acrylic for exterior use, same colour as existing buildings. First coat to be inspected before final coat is started.
- Paint must have a 12 year product guarantee that is stated on the product. (Similar or equal to Dulux Roofguard)

### 15.6 Roof

- Clean roof with wire brush on 230mm grinder, but be careful not to damage the membrane that seals the roof.



### Figure 12: Wire cub brush

- Clean all roof sheets with high-pressure water.
- Clean all previously unpainted and new roof sheets with or similar and equivalent to Dulux Galva.
- Clean and flush with high-pressure water.
- Paint with an etching primer similar and equivalent to Plascon SNK. To be inspected before any final painting commences.
- Repaint all of above with 2 coats of similar and equivalent to Dulux or Plascon roof paint – same colour as existing buildings.

### 15.7 Gutters and down pipes

- Clean all gutters  
Unpainted gutters and down pipes
- Clean all previously unpainted gutters and down pipes with or similar and equivalent to Dulux Galva.
- Clean and flush with high-pressure water
- Previously painted gutters and down pipes
- Gutters must be sanded and brushed down to removes lose paint and flaking paint. To be inspected before any painting commences
- Paint with an etching primer similar and equivalent to Plascon SNK. To be inspected before any final painting commences.
- Repaint all of above with 2 coats of similar and equivalent to Dulux or Plascon roof paint – same colour as existing buildings.

## 16 Standards & dimensions

- All work to comply with the National Building Regulations & Building Standards Act SANS 0400 1990 (or latest). Local council requirements & all relevant specifications and codes are to be adhered to.
- Indicated dimensions to be taken in preference to scaling. Overall dimensions (external) to take precedence.
- All dimensions, levels and heights to be checked on site and any discrepancies to be reported to the Engineers before any work takes place.
- All dimensions on drawings and documents to be checked before commencing of any work and/or compiling of tenders.

## 17 Electricity standard

- The cable sizes, circuit breaker sizes, cable lengths, make of pillar boxes, etc. to be verified by the contractor and agreed upon by the engineer and to be in compliance with the National Building Regulations.
- All equipment to comply with SANS standards.
- All equipment to be installed according to SABS 0142
- All cables to be SWA copper
- All cables to be installed according to SANS 0142
- All cables to be protected by lightning protection systems to SANS
- As built drawings to be supplied by the successful contractor.

17.1 **Certificate of Compliance (COC)**

- Certificate of Compliance (COC) for all electrical work must be issued after final completion of the work as stipulated in this bid document. ARC reserves the right to withhold final payment should the COC not be issued or fail to comply with legislation

17.2 **Labelling of electrical reticulation system**

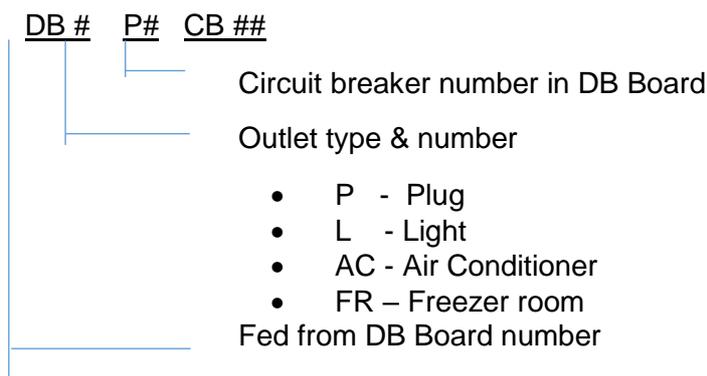
- All electrical outlets (Lights, Air conditioners etc.) in the building must be labelled
- Using a high quality DYMO tape
- All DB Board legends must be labelled and updated



Figure 13: Labelling of electrical outlets

17.3 **Explanation of label**

Electrical outlet	Sample
DB board	DB # Fed from DB #Number
Plugs	DB # P# CB #
Lights	DB # L# CB#
Air Conditioner	DB # AC # CB#
# = Indicate a numerical number	



**18 Price breakdown (Please see attached excel sheet)**

- The ARC has the right to choose only certain aspects of the quotation as set out in the details specification document. One contractor will do the selected work.
- If anything was left out on the price breakdown excel sheet please indicate and quote on it.

## 5. BID EVALUATION STAGES

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined below:

**Stage 1:** Mandatory Requirements

**Stage 2:** Returnable Administrative requirements

**Stage 3:** Terms of reference/ Functionality

**Stage 4:** Price and Specific goals evaluation

**NOTE:** The bidder must qualify at each stage to be eligible to proceed to the next stage of the evaluation.

### MANDATORY REQUIREMENTS

The following documents are required:

Document that must be submitted	Non-submission may result in disqualification.	
<b>CIDB GRADING</b>	<b>Yes/No</b>	CIDB Grade 3GB or higher
<b>Compulsory Briefing Session</b>	<b>Yes/No</b>	Bidders must attend a compulsory briefing session.

**NB:** Failure to submit the above-mentioned required information together with the bid document on the closing date will result in the contractor's bid to be rejected.

### RETURNABLE ADMINISTRATIVE REQUIREMENTS

Criteria	Description of the criteria
<b>1.</b>	The potential bidder must submit three (3) bid proposals as follows: <ol style="list-style-type: none"> <li>i. Two (2) hard copies (one original and one copy)</li> <li>ii. One (1) electronic copy in PDF format saved on a memory stick, clearly marked, and indexed.</li> <li>iii. Bid proposals must be *properly bonded (not stapled), **clearly numbered and ***divided indexed</li> </ol>
<b>2.</b>	Submission of essential administrative documents. Bidders must fully complete and submit the following documents, certified copies must not be more than six (6) months: <ol style="list-style-type: none"> <li>i. SARS tax clearance confirmation of pin.</li> <li>ii. Submission of proof of the bidder's registration on the CSD (Full report)</li> <li>iii. Standard bidding documents completed in full and signed off by a duly authorised person</li> <li>iv. CIDB Grading 3GB or higher</li> </ol>

## TERMS OF REFERENCE/ FUNCTIONALITY

	Description	Total Points allocated	Points	
<b>1</b>	<b>PROOF OF EXPERIENCE IN REFURBISHMENT AND REPAIRS PROJECTS (I.E. REFURBISH WORKS)</b>	<b>MAX POINTS 30</b>		
	Five similar projects (R3 million and above)	<b>30</b>	<b>5</b>	
	Three similar projects with a value of between R2 million – R3 million		<b>4</b>	
	Two similar projects with a value of between R2 million – R3 million		<b>3</b>	
	One similar project with a value of between R2 million – R3 million		<b>2</b>	
	Five similar projects but with a value less than R2 million		<b>1</b>	
	Non-submission, irrelevant evidence and incomplete evidence		<b>0</b>	
	<ul style="list-style-type: none"> <li>• <i>The bidder must submit appointment letter(s) with the project value, Completion Certificate(s) of each project(s) completed. The letter(s) and certificate(s) must be signed and dated by the client in order to be considered.</i></li> <li>• <i>Bidder must submit appointment letter and completion certificate of the same completed project in order to be allocated points, failure to submit either of the documents, no points will be allocated to the bidder on that particular completed project.</i></li> <li>• <i>Evaluators will further consider project duration of each project to test bidder's efficiency in finishing projects.</i></li> <li>• <i>Only relevant appointment letters of similar project nature will be considered.</i></li> </ul>			
<b>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</b>				
<b>2</b>	<b>REFERENCE LETTERS OF SIMILAR PROJECTS COMPLETED MAX 5 (See page)</b>	<b>MAX POINTS 30</b>		
	Very good	<b>30</b>	<b>5</b>	
	Good		<b>4</b>	
	Satisfactory		<b>3</b>	
	Poor		<b>2</b>	
	Not Acceptable		<b>1</b>	
	Non-Submission		<b>0</b>	
<p>Points allocated for proven track record based on previous completed similar projects executed by tenderer in consideration:</p> <p>Points will be allocated based on the Nature of Work and the submission of (i) Signed Appointment Letter; (ii) Signed Completion Certificate; (iii) Signed and Stamped Reference (in the form issued to the tenderer) by a client representative and responsible Principal Agent; all (i.e items (i); (ii) and (iii)) for the Project in consideration. The Tenderers' performance on the projects MUST be rated by the Client Representative on a scale of 5 -1 (5=Very Good), (4=Good), (3=Satisfactory), (2=Poor 10), (1= Not Acceptable) (0 = Non-submission)</p> <p><b>Points allocated for client reference based on previous completed projects executed by the bidder in consideration:</b></p> <p><b>Points will be allocated based on;</b>  <b>(i) Receipt of signed and/or stamped client references in the forms supplied in this document</b>  <b>(ii) Completion of Client references forms which are contained in this document.</b>  <b>(iii) The bidder must submit Appointment letter and completion certificate of the completed reference schedule in order to be allocated points.</b></p> <p><b>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</b></p>				
<b>3</b>	<b>QUALIFIED PROFESSIONAL STAFF IN THE CONSTRUCTION/BUILDING ENGINEERING FIELD</b>		<b>MAX</b>	
	<b>POINTS 10</b>			
	Construction / Contracts Manager with a National Diploma in Building Engineering or relevant qualification and 5 years or more post qualification experience.		<b>5</b>	
	Construction / Contracts Manager with a National Diploma in Building Engineering or relevant qualification and 4 years post qualification experience.		<b>4</b>	
	Construction / Contracts Manager with a National Diploma in Building Engineering or relevant qualification and 3 years post qualification experience.		<b>3</b>	
Construction / Contracts Manager with a National Diploma in Building Engineering or relevant qualification and 2 years post qualification experience.		<b>2</b>		

	Construction / Contracts Manager with a National Diploma in Building Engineering or relevant qualification and 1 year post qualification experience.	10	1	
	Non-submission, irrelevant evidence and incomplete evidence		0	
	Site / Agent Manager with relevant NQF Level 5 certificate with 10 years or more post qualification experience.		5	
	Site / Agent Manager with relevant NQF Level 5 certificate with 8 years or more post qualification experience.		4	
	Site / Agent Manager with relevant NQF Level 5 certificate with 6 years or more post qualification experience.		3	
	Site / Agent Manager with relevant NQF Level 5 certificate with 4 years or more post qualification experience.		2	
	Site / Agent Manager with relevant NQF Level 5 certificate with 2 years or more post qualification experience.		1	
	Non-submission, irrelevant evidence and incomplete evidence.		0	
	<b>Bidders must submit CV(s) and certified copies of the qualification of Construction / Contracts Manager in order to be allocated points in this criteria, failure to submit either of the document will results in no points being awarded to the bidder.</b>			
	<b>DETAILED PROJECT PROGRAM WITH TIMELINES</b>	<b>MAX POINTS 20</b>		
4	The programme should be a detailed double-linked critical path programme preferably in CCS / Microsoft projects format in electronic format and take into consideration the following:	20	5	
	(i) Dividing the programme into convenient construction zones both horizontally and vertically;		4	
	(ii) Detailing all holidays.		3	
	(iii) The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities. Also must show both the Date of Practical Completion and the Date of Works Completion.		2	
	The overall programme will be evaluated on the scale of 1-5 (with 5 = excellent; 4 = very good; 3 = good; 2 = fair; 1 = poor, 0 = Non-Submission, Non-Compliance )		1	
			0	
	<b>FINANCIAL VIABILITY</b>	<b>MAX POINTS 10</b>		
5	<ul style="list-style-type: none"> <li>• Signed bank rating Code "B" of R2.5 Million (whichever greater will be considered) over the period of 8 Months with the bank stamp not older than 12 months; or</li> <li>• Stamped three months bank Statement with closing balance of R2.5 Million and Above or</li> <li>• Stamped and signed bank letter of good standing with annual turnover of R5 Million and above or;</li> <li>• Stamped and signed bank credit facility of R1.8 Million and above.</li> </ul>	10		
	<ul style="list-style-type: none"> <li>• Signed bank rating Code "C" of R2 Million (whichever greater will be considered) over the period of 8 Months with the bank stamp not older than 12 months; or</li> <li>• Stamped three months bank statement with closing balance of R2 Million and Above or</li> <li>• Stamped and signed bank letter of good standing with annual turnover of R4 Million and above or;</li> <li>• Stamped and signed bank credit facility of R1.5 Million and above.</li> </ul>		4	
	<ul style="list-style-type: none"> <li>• Signed bank rating Code "D" of R1.5 Million (whichever greater will be considered) over the period of 8 Months with the bank stamp not older than 12 months; or</li> <li>• Stamped three months bank statement with closing balance of R1.5 Million and Above or</li> <li>• Stamped and signed bank letter of good standing with annual turnover of R3 Million and above or;</li> <li>• Stamped and signed bank credit facility of R1.2 Million and above.</li> </ul>		3	
	<ul style="list-style-type: none"> <li>• Signed bank rating Code "E" of R1 Million (whichever greater will be considered) over the period of 8 Months with the bank stamp not older than 12 months; or</li> </ul>		2	

	<ul style="list-style-type: none"> <li>Stamped three months bank statement with closing balance of R1 Million and Above or</li> <li>Stamped and signed bank letter of good standing with annual turnover of R2.5 Million and above or;</li> <li>Stamped and signed bank credit facility of R900 000 and above.</li> </ul>			
	<ul style="list-style-type: none"> <li>Signed bank rating Code "F" of R800 000 (whichever greater will be considered) over the period of 8 Months with the bank stamp not older than 12 months; or</li> <li>Stamped three months bank statement with closing balance of R800 000 and Above or</li> <li>Stamped and signed bank letter of good standing with annual turnover of R1.5 Million and above or;</li> <li>Stamped and signed bank credit facility of R600 000 and above.</li> </ul>		1	
	<ul style="list-style-type: none"> <li>Non-submission, irrelevant evidence and incomplete evidence</li> </ul>		0	
<b>TOTAL POINTS CLAIMED</b>		<b>100</b>		
<b>QUALIFYING POINTS AND PERCENTAGE</b>		<b>70 POINTS</b>		<b>70%</b>

## PRICE AND SPECIFIC GOALS EVALUATION

### Evaluation criteria PPPFA regulations (2022)

The 80/20 principle will apply in terms of the Preferential Procurement Policy Framework Act of 2000.

80 Points will be allocated to price and 20 Points will be allocated to specific goals in terms of the Preferential Procurement Regulations, 2022 will be allocated as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Percentage (%) Ownership by HDIs</b>	<b>Points 8</b>	
91-100%	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0%	0	

<b>Percentage (%) ownership by Women</b>	<b>Points (4)</b>	
81-100	4	
51-80	3	
31-50	2	
1-30	1	
0%	0	
<b>Percentage (%) Ownership ( by Youth</b>	<b>Points (4)</b>	
81-100	4	
51-80	3	
31-50	2	
1-30	1	
0%	0	
<b>Percentage Ownership by PwD</b>	<b>Points (2)</b>	
51-100%	2	
1-50	1	
0%	0	
<b>RDP Goals</b>	<b>Points (2)</b>	
EME's/QSE's	2	

## **7. LODGING OF SUBMISSIONS**

Tenderers are requested to submit two (2) complete documents into the tender box (one original functionality proposal and **prepare three (3) copies of the functionality proposal.**) A soft copy of the functionality and financial proposal should also be submitted. Tenderer's name and tender number to:

**The Agricultural Research Council, ATTENTION: The Buyer, 100 Old Soutpan Road, Onderstepoort Pretoria by no later than 11:00 am (eleven o'clock) on 20 March 2023.**

Submissions not received on time and date specified will not be considered. Any entities/companies that are submitting their proposals as joint ventures are not allowed to submit their own proposals separately from the joint venture. Submitting a second separate proposal from the joint venture will lead to disqualification.

## **8. COMPLIANCE WITH GENERAL CONDITIONS OF CONTRACT**

No alteration, variation or amendment of the Contract (of which this Tender represents the offer) shall be permitted unless otherwise agreed to in writing. Should the prospective provider, in the case of non-compliance, wish to make any amendments to the conditions stipulated by the ARC in this Tender, which shall form the offer element of a Contract and if it is accepted by the ARC, then such proposed amendments shall be clearly stipulated by the prospective provider and where possible stating the increase or decrease in the cost involved by such proposals. The ARC reserves the right to reject such submissions.

**Misrepresentation of facts will result in disqualification and cancellation of the Contract.**

## **9. ARC LIABILITY**

The ARC does not bind itself to accept the lowest or any tender proposal, nor to assign any reason for the rejection of a tender proposal, nor shall it be responsible for or pay any expenses or losses that may be incurred by the prospective provider in the preparation and delivery of its submission.

## **10. SUBMISSION ACCEPTANCE**

No submission shall be deemed to have been accepted, unless and until a formal appointment letter is issued to the successful tenderer. Submissions shall remain open for acceptance by the ARC for a period of 120 (one hundred and twenty) days from the date on which they are returnable in terms of this Tender.

## **12. TERMS OF ENGAGEMENT**

The successful bidder shall not take more than three (3) months from date of Bid award unless otherwise indicated and agreed between the successful Bidder and the ARC.

The Service Provider shall be available for consultation with the ARC representative.

The Service Provider shall manage as confidential all data, information and insights gained in execution of work for the ARC.

ARC retains the right to negotiate with the successful Bidder for partial execution of the proposal.

ARC retains the right to enter into non-exclusive agreements with Service Providers that do not restrict procurement of goods and services from other Service Providers.

ARC retains the right to require the Service Provider to obtain permission in writing from the ARC prior to replacement of individuals proposed for execution of this Bid

Service Providers to accept professional liability for services rendered, including those rendered under sub-contract to the service provider

## **13. CONTENTS OF SUBMISSION**

Proposals shall include all relevant information about the Bidder, which is thought appropriate to assist the ARC to assess its capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.

The proposals presented are to be comprehensive and should describe the methodology to be followed in doing the following:

The Breakdown of the complete specification with associated costs.

All SBD (Standard Bidding Documents) must be completed and signed.

The proposals presented are to be as comprehensive as possible and ARC reserves the right to request the Bidder to provide more details.

Bidders shall adhere to the conditions stipulated in the General Conditions of Contract as prescribed by the National Treasury.

Bidders must ensure that the complete bid document is submitted with all additional required information and any other documents that the bidder wishes to supply to substantiate or clarify specific aspects in the proposal.

**Failure to submit all the signed and completed Standard Bidding documents and / or any required documentation will result in disqualification.**

#### **14. TRACK RECORD**

Bidders shall provide a list of companies for which similar services have been rendered/ provided for (attach at least five reference letters)

#### **15. AMPLIFICATION OF SUBMISSIONS**

The ARC may, after the opening of submissions, call on the prospective Bidder to amplify in writing any matter which is not clear in the prospective Bidder's submission and such amplification shall form part of the original submission. In the event of the prospective Bidder failing to supply such information, the submission will be liable to rejection.

#### **16. COST OF PROPOSAL**

Bidders shall bear all costs associated with the preparation and submission of their proposals, the ARC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

#### **17. BID DOCUMENTS**

This document in its entirety serves as the complete Bid document. Proposals offering only part of the requirements will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this document. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of their proposal.

#### **18. DOCUMENTS COMPRISING THE PROPOSAL**

In preparing the technical and price components of the submissions all references to descriptive material and brochures should be included in the appropriate response paragraph, although material documents themselves may be provided as annexes to the proposal / response. Bidders are requested to focus on the provision of relevant information and to limit the amount of marketing and "boilerplate" material. The successful Bidder's proposal may be incorporated in whole or in part in the final contract. Any information that the Bidder considers proprietary should be marked as such.

#### **19. INFORMATION**

Information that the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will be treated as such accordingly.

## **20. PERIOD OF VALIDITY**

Proposals shall remain valid for one hundred and twenty (120) days after the date of proposal submission. A proposal valid for a shorter period may be rejected by the ARC on the grounds that it is non-responsive.

In exceptional circumstances, the ARC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## **21. FORMAT AND SIGNING OF PROPOSALS**

The Bidder shall prepare four copies of the proposal, clearly marking one "Original Proposal" and three "Copies of Proposal" as appropriate. In the event of any discrepancies between them, the original shall govern. The four proposals shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract.

## **22. INTERLINEATIONS**

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the proposal.

## **23. PAYMENT**

The successful Bidder shall be paid upon submission of an invoice for each transaction of satisfactory work detailed in the scope.

## **24. DUE DILIGENCE EXERCISE**

The ARC reserves the right to perform due diligence exercise for the purpose of appointing a credible tenderer.

## **25. PRICE AND PRICING STRUCTURE**

**(To be inserted or deposited into the Financial Proposal Envelope)**

Bidders shall indicate the basis on which the services will be charged.

Where a Bidder lacks in-house expertise and may have to outsource certain services, the detail and basis of charges of any such service that may be required must be outlined.

The Bidder shall reflect service discounts that they will offer throughout the contract duration.

Bidders submissions must reflect the detailed breakdown of the bid price as follows:

Prices must be for the entire period of the tender including price escalation.

Prices must include VAT, if it is applicable and all other costs related to the execution of the required services.

## **26. CANCELLATION OF THE BID**

The ARC reserves the right to cancel the bid at any time of the process should the recommended service provider/s fail to meet the requirements of the bid.

## **27. SITE INSPECTION**

The ARC reserves the right to conduct a site inspection to the premises of the recommended service provider and/or the recommended service provider's clients at any given time.

## **28. SIGNING OF THE SERVICE LEVEL AGREEMENT**

The successful service provider will be expected to sign the service level agreement within ten (10) working days after receiving the appointment letter from the ARC Supply Chain Management Unit.

The Agricultural Research Council will then send the letter of award to the preferred bidder with two copies of the completed version of the said contract specimen and the preferred bidder will be firmly obliged to duly sign, initial and properly date both copies of the same and return them to the Agricultural Research Council for its signature within 10 (Ten) working days of their receipt of the said documents, failing which the Agricultural Research Council will be entitled, in its sole and total discretion and without further notice to such preferred bidder to write to such preferred bidder, summarily withdrawing the tender award, due to such contract signing process delay on the part of the given preferred bidder.



**SBD 1  
PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (AGRICULTURAL RESEARCH COUNCIL)</b>					
BID NUMBER:	<b>ARC/26/02/2023</b>	CLOSING DATE:	<b>20 March 2023</b>	CLOSING TIME:	<b>11:00 am</b>
DESCRIPTION	<b>PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENOVATE AND UPGRADE THE BLOOD VACCINE COMPLEX.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>100 Old Soutpan Road, Onderstepoort Pretoria</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Mr Papi Duiker</b>		CONTACT PERSON		
TELEPHONE NUMBER	<b>012 529-9479</b>		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<b>DUIKERJ@ARC.AGRIC.ZA</b>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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)?  
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES

**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**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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: .....

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

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL QUIRIES MAY BE DIRECTED TO:**

**Department:** Supply Chain Management

**Contact Person:** Mr Papi Duiker

**Tel:** (012) 529 9479

**E-mail address:** duikerj@arc.agric.za

**Technical enquiries** may be directed to:

**Mr. Christo Troskie**

**TEL:** (012) 529 9436

**E-mail address:** TroskieC@arc.agric.za

All technical enquiries must be forwarded in writing to Supply Chain Management who will act as communicator between the Bidder and ARC to ensure that all Bidders receive the same information.



## **SBD 2 TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



**SBD 3.3  
PRICING SCHEDULE  
(Professional Services)**

NAME OF BIDDER: ..... BID NO.:  
**ARC/26/02/2023.**

CLOSING TIME **11:00am** CLOSING DATE: **20 March 2023**

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

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Item Description Bid Price in RSA Currency \*\* (All Applicable Taxes Included)  
 No

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION, HOURLY RATE AND DAILY RATE

	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

	R-----	days
	R-----	days

-----R----- days  
 -----R----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air-travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
-----	R.....	

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost,etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
-----	R.....	

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

**\*[DELETE IF NOT APPLICABLE]**

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Any enquiries regarding bidding procedures may be directed to the –

**AGRICULTURAL RESEARCH COUNCIL – OVR Office**

**Department:** Supply Chain Management

**Contact Person:** Mr. Papi Duiker

**Tel:** (012) 529 9479

**E-mail address:** [duikerj@arc.agric.za](mailto:duikerj@arc.agric.za)



**BIDDER'S DISCLOSURE (SBD4)**

**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 interest<sup>1</sup> 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 institution	State

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**

---

<sup>1</sup> 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.

2.3.1 If so, furnish particulars:

.....  
.....

**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 consortium<sup>2</sup> 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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



## **SBD 5**

This document must be signed and submitted together with your bid

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchased / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### **1. PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$ 10 million. or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$ 3 million awarded to one seller over a 2 year period which in total exceeds US\$ 10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$ 10 million. or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$ 10 million.

- 1.2 The NIP obligation to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R 10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R 10 million (ten million Rands) is to cater for multiple contract for the same goods, works or services; renewal contracts and multiple suppliers for the same goods, works and services under the same contract as provided for in paragraphs 1.1 (b) to 1.1 (d) above.

## **3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewal contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R 10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid / contract number
  - Description of the goods, works or services
  - Date on which the contract was accepted

- Name, address and contact details of the government institution
- Value of the contract
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394-1401, facsimile (012) 394-2401 or e-mail at [Elias@thetdi.gov.za](mailto:Elias@thetdi.gov.za) for further details about the programme.

#### **4. PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. The contractor and the DTI will determine the NIP obligation;
- b. The contractor and the DTI will sign the NIP obligation agreement;
- c. The contractor will submit a performance guarantee to the DTI;
- d. The contractor will submit a business concept for consideration and approval by the DTI;
- e. Upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. The contractor will implement the business plans; and
- g. The contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number: .....

Closing Date: .....

Name ..... of  
Bidder: .....

Postal  
address: .....  
....

.....

Signature: .....

Name (In print): .....

Date: .....



## 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**

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#### 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	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

**80/20**            or            **90/10**

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

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \text{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \text{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Percentage (%) Ownership by HDIs</b>	<b>Points 8</b>	
91-100%	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	
1-20	1	
0%	0	
<b>Percentage (%) ownership by Women</b>	<b>Points (4)</b>	
81-100	4	
51-80	3	
31-50	2	
1-30	1	
0%	0	
<b>Percentage (%) Ownership ( by Youth</b>	<b>Points (4)</b>	
81-100	4	
51-80	3	
31-50	2	
1-30	1	

0%	0	
<b>Percentage Ownership by PwD</b>	<b>Points (2)</b>	
51-100%	2	
1-50	1	
0%	0	
<b>RDP Goals</b>	<b>Points (2)</b>	
EME's/QSE's	2	

**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:** .....

.....

.....

.....

## **ADHERENCE TO THE ARC'S CODE OF ETHICS**

### **1. INTRODUCTION**

This statement forms part of the Agricultural Research Council's "Ethics and Fraud Prevention strategy". It sets out the tone, culture and expectations of the ARC in promoting a policy of fair dealing and integrity in the conduct of business and the countering of fraudulent activities.

### **2. POLICY**

2.1 The ARC's vision is to provide Excellence in Agricultural Research and Development.

2.2 The ARC will do everything possible to promote honesty, integrity and to adhere to all applicable laws in everything it does and is committed to the prevention, deterrence, detection and investigation of all forms of non-adherence to policies, laws and the Code of Ethics.

2.3 ARC Council members, Audit Committee members and employees at all levels are expected to adopt the highest standards of propriety and accountability. These standards are also expected from organisations that the ARC deals with such as suppliers, contractors, customers, partners, etc.

2.4 If it is established that suppliers, contractors, customers and partners have engaged in corrupt, dishonest, fraudulent activities or have contravened the supply chain policy of the Code of Ethics in competing or executing the contract awarded, the ARC will immediately terminate the contract. Any supplier, contractor, partner or officer representing any of the entities if found guilty of any of the above they will be declared ineligible to supply goods, works and services to the ARC under any programmes or projects managed and administered by the ARC on behalf of its clients.

2.5 The ARC can in its sole judgement proceed to pursue any legal remedies available.

### **3. CULTURE**

3.1 Adherence to laws, policies and procedures, the prevention and detection of fraud and corruption and the protection of ARC's assets is every stakeholder's responsibility.

3.2 Council members, Audit Committee members, all employees are expected to carry out their duties to the best of their ability for the benefit of the ARC and not to take advantage of any situation for personal gain, for themselves, members of their family or friends.

#### **4. CODE OF ETHICS AND FRAUD PREVENTION STATEMENT**

4.1 Members of the public, suppliers, contractors and partners are expected to act with integrity in their business dealings with the ARC and not to behave dishonestly to the detriment of the ARC.

4.2 The ARC has set up a secure and confidential framework, within which any employee, member of the public, suppliers, contractors, partners are encouraged to raise concerns if they know of or suspect that the following is about to occur or has occurred:

- Fraud;
- Corruption;
- Abuse of assets;
- Irregular transaction are taking place;
- Fruitless expenditure has been incurred;
- Endangering of an individual's health and safety;
- A violation of applicable laws, rules, policies or regulations of the Code of Ethics.

4.3 The ARC will ensure that any allegations received are taken seriously and investigated in an appropriate manner.

4.4 The ARC will deal firmly with those who act dishonestly. Following proper investigation, appropriate disciplinary action and / or criminal proceedings will be instigated.

4.5 Suppliers, contractors and partners acknowledge that they have read and understood relevant sections of the Code of Ethics policies, procedures and laws applicable to them.

4.6 Stakeholders who wish to remain anonymous when raising concerns are encouraged to use the following secure hotline:

Free Call Telephone Number: 0800 000 604

Free Call Facsimile Number: 0800 007 788

E-mail: [arc@tip-offs.com](mailto:arc@tip-offs.com)

“Please call me” number: 32840

Tip-offs anonymous url: [www.tip-offs.com](http://www.tip-offs.com)

No-one will be subjected to retaliation for good faith reporting of a suspected violation.

4.7 Concerns can only be adequately investigated if all relevant facts concerning the issue being reported are disclosed. Stakeholders are encouraged to provide relevant facts including supporting documentation of available.

I, \_\_\_\_\_ the  
undersigned ..... in  
my capacity as an authorised representative of  
..... registration  
number .....

**HEREBY ACKNOWLEDGE:**

1. That I have been explicitly informed of and consequently an fully aware of the fact that:
  - a) I must adhere to sections of the ARC Code of Ethics, supply chain policy and laws that apply to me as a supplier or contractor;
  - b) I will report to the ARC any violations and contraventions of its Code of Ethics, policies, procedures that I may become aware of;
  - c) Failure to adhere to (a) and (b) above will result in the cancellation of my contract with the ARC and the ARC in its sole judgement may pursue any other legal action it deems appropriate.

NAME(s): (BLOCK LETTERS) .....  
CAPACITY of authorised agents: .....

SIGNATURE(s) of authorised agents: .....

SIGNED AT ..... on this ..... day of .....

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. ....

2. ....

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following items shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encourage to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specific store or depot or on the specified site in compliance with the conditions of the

contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

- 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, by is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and / or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.

- 1.21 “Purchaser” means the organisation purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa
- 1.23 “SCC” means the Special Conditions of Contract
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility of all aspects of the project and delivers the full end product / service required by the contract
- 1.28 “Written” or ‘in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria, 0111, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's written consent, make use of any document or information mentioned in the GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analysis shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and / or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Performance or supervision of on-site assembly and / or commissioning of the supplied goods;
- b) Furnishing of tools required for assembly and / or maintenance of the supplied goods;
- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) Performance or supervision or maintenance and / or repair to the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e) Training of the purchaser's personnel, at the supplier's plant and / or on-site, in assembly, start-up, operation, maintenance, and / or repair of the supplied goods.

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

## **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

- b) In the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and / or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 prices charged by the supplier for goods delivered and service performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation orders**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under the contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relive the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchase shall evaluate the situation and may at his discretion extend by the supplier's time for performance, with or without the imposition of

penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or service from a national department, provincial department or a local authority.

21.4 The right is reserves to procure outside of the contract small quantities or to have minor essential services executed is an emergency arises, the supplier's point of supply is situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplier contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitles to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b) If the supplier fails to perform any other obligation(s) under the contract; or

- c) If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchase may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchase may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchase intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the firstmentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 Is a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction (iii) The period of restriction; and (iv) The reasons for the restriction.
- 23.7 If a court of law convicts a person of an offense as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act no 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed in the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default is and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for Insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to

the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African Court of Law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and / or court proceedings herein

- a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) The purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and / or damages to the purchaser; and
- b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

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

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc. incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. Transfer of contracts**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **34. Amendments of contracts**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act no. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector

for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.