



# agriculture & rural development

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

## INVITATION OF QUOTATION ABOVE R30,000.00

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A **VALID TAX COMPLIANCE STATUS PIN AND VALID BBBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/s/1819/1078	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 21/09/2018	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED. <b>SUPPLY, DELIVER AND INSTALL IRRIGATION FOR SIMUNYE PROJECT</b>  <b>SEE ATTACHED SPEC</b>	COMPANY NAME:  TEL NO: FAX NO:  CONTACT PERSON:  <b>CSD REG NUMBER MAAA.....</b>
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R .....
COMPANY OFFICIAL STAMP (COMPULSORY)	..... SIGNATURE OF BIDDER  ..... DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER	.....( Supplier to complete)

HAND DELIVER QUOTATION FOR ATTENTION OF : MS BONGIE MBOKAZI CONTACT NUMBER: 033-355 9577

**DOCUMENTS TO BE DEPOSITED AT THE BID BOX AT CEDARA: DEPARTMENT OF AGRICULTURE, 1 CEDARA ROAD**

**NB: THE ATTACHED SBD4 & SBD9 FORMS MUST BE COMPLETED IN FULL. THIS QUOTATION PAGE MUST BE COMPLETED AND RETURN WITH ALL YOUR QUOTATION DOCUMENTS.**

**ANNEXURE A**

**COMPANY NAME**

**ADDRESS**

**CONTACT PERSON**

**CONTACT NUMBER**

**FAX NUMBER**

**EMAIL ADDRESS**

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1	<b>Supply, deliver and install irrigation system according to the departmental design and specifications for 1 project:</b> <ul style="list-style-type: none"> <li>• Simunye- 0.7HA</li> </ul>	With 1 payment				
NOTE	With 1 payment					
	ARE YOU A VAT REGISTERED SUPPLIER	YES: _____	NO: _____			
			* LABOUR (IF APPLICABLE)			
			*DELIVERY (IF APPLICABLE)			
			TOTAL			
			*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT			
			TOTAL PRICE			

\*VAT Registration No. (Supplier) \_\_\_\_\_

When Required (Requester): **03 AUGUST 2018**

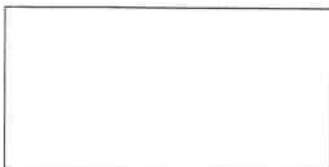
Where Required (Requester): **Ngonyameni**

Contact details of requester: **Mr X.E Jwara**

Tel: **082 922 0139**

**(COMPULSORY)**

**COMPANY STAMP**



**PRICES ARE VALID FOR..... DAYS**

**SIGNATURE .....**

**DATE .....**

BID DOCUMENT FOR THE  
**SUPPLY, DELIVERY & INSTALLATION OF A  
0.7 HA SPRINKLER IRRIGATION SCHEME AT  
SIMUNYE GARDEN**

**PROJECT NAME: SIMUNYE GARDEN**

**PROJECT DESCRIPTION**

The contract covers the supply of all irrigation material including piping, fittings, and pump/motor combination and full installation of irrigation system for this project.

**PROJECT LOCATION**

District eThekweni DM

The site is situated at Ngonyameni Area

At approximately 30 km North/ West of Isipingo

Project Coordinates ... 29°56'42.04"S 30°50'42.39"E

**DOCUMENT DATA (FOR INTERNAL USE ONLY)**

1) Name of official responsible for attaching this bid document to the request memo:

2) Designation of official (post + station):

3) Date when bid document was obtained:

4 Origin of bid document. Tick applicable box

- (a) copied from original at Hilton head office
- (b) sent electronically from Head office and printed out (provide sender's name)  
.....
- (c) sent electronically by an Engineering colleague not from Hilton (provide name)  
.....
- (d) copy of a hard copy
- (e) Other

**DISCLAIMER**



1. If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction. The same applies for purported differences between the technical specifications and schedule of quantities.
2. The Engineering Services Directorate (ESD) takes no responsibility for an implemented project on the basis of this document alone without any prior involvement of ESD before (partial) completion.

This involvement consists of, but is not necessarily restricted to:

- Signing off of the bid/quote document and Drawings by ESD;
  - Presence of ESD at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESD is informed of his/her intention to commence the work so that ESD presence can be assured.
  - Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.
3. District managers and other departmental end users are therefore required to involve ESD at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo is submitted.

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## **BID SPECIFICATIONS FOR SIMUNYE SPRINKLER IRRIGATION SCHEME**

### **A | PROJECT PARTICULARS**

#### **1) SCOPE**

The contract covers the supply of all irrigation material including piping, fittings, and pump/motor combination and full installation of 0.7 ha irrigation system for Simunye project.

#### **2) ACCESS TO SITE**

Simunye garden is located within eThekweni municipality, Umbumbulu sub district at Ngonyameni area in the following 29°56'42.04"S 30°50'42.39"E

### **B | GENERAL CONDITIONS OF CONTRACT**

#### **1) BIDDERS TO CHECK COMPLETENESS OF DOCUMENT**

The Bidder is required to check the number of consecutively numbered pages and should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid, as no claims arising from any incorrect interpretation will be admitted.

#### **2) SCHEDULE OF VARIATIONS**

If the Bidder chooses to suggest alternatives in his bid proposal, these should be *at least* of equal standards to the original specifications. All materials used must be SABS approved.

#### **3) APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS**

For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here: **SABS 1200 AA - 1986** (General - Small Works), **SABS 1200 DA -1988** (Earthworks - Small Works) and **SABS 1200GA – 1982** (Concrete - Small Works). All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "the Standard (Abridged) Preamble for all trades", which covers the following (only the items in italics apply to this contract):

#### **4) VALIDITY PERIOD FOR BIDS AND QUOTES**

Quotes shall remain valid for a period of 90 days after the closing day for the quote. Prices are assumed firm for the entire period of the project

#### **5) COMPULSORY PRE-BID BRIEFING MEETING**

A compulsory site briefing and consultation meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be published in the Bid



Advertisement or be communicated when the prospective service provider is invited to quote.

**6) HANDOVER OF SITE TO CONTRACTOR**

The Contractor will be introduced to the project participants following the Bid award. The site will be handed over to the Contractor who will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site. The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

**7) WATER AND POWER**

In most cases there will be no power or piped water available on site. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

**8) LOCATION OF CAMP**

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

**9) HOUSING OF CONTRACTOR'S EMPLOYEES**

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

**10) LOCAL LABOUR,**

Unskilled labour may be available from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour. Nobody besides those directly involved with the project (ie: the Contractor's workers and local labour) are allowed on site. The Contractor shall provide his own trained and skilled labour. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the contract duration.

**11) SECURITY & RISK**

Except for the necessary security personnel, no person shall be allowed on the construction site after normal working hours. The Contractor shall be responsible for all plant, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise; no allocations will be made in terms of finances or time.

**12) MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE AND RESPONSIBILITY**

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



and plant stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material etc. until the completed works are handed over and has been officially accepted by the Department.

**13) EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.**

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

**14) DAMAGE TO PROPERTY**

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

**15) UNDERGROUND CABLES AND PIPES**

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

**16) DAILY RAINFALL RECORDS**

The Contractor shall keep **daily rainfall records** and submit them to the Department's representative at every site meeting, or fortnightly by fax in the absence of such visit. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items. Submission of rainfall figures is required for the granting of permission of extending the contract period because of inclement weather.

**17) INSPECTION OF WORK**

The Department Representative may at all reasonable times have access to the Works and/or the workshops or other place where work is being prepared for this Contract for inspection. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor as may think necessary. Should the Head of Department or Representative consider any materials objectionable or if it shall appear to him at any time during the construction, or prior to the expiry of the defect liability period, that any part thereof has been executed with sub-standard or inappropriate materials or with unskilled or imperfect workmanship, the Engineer will notify the Contractor. He/She shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials, and shall rectify



or reconstruct the Works in whole or part, as the case may be at the Contractors own proper cost or charge.

#### **18) NOTICE OF COVERING WORK**

The Contractor shall give due notice to the Head of Department or Representative whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered, and in the event of any such work or materials being covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Employer.

#### **19) COMPETENCY OF THE CONTRACTOR:**

This bid is open for contractors with a minimum CIDB designation of 2 CE/SH/ME. The contractor is to submit evidence of his/her OWN registration. CIDB registration of possible sub-contractors would be recommended, but will not make up for non-registration by the contractor quoting/bidding for the work. The Department reserves itself the right to disqualify any quote/bid in the event of substantial unsatisfactory reports being obtained about the proponent of such a quote/bid.

#### **20) CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings and Specification taken together. The Contractor shall provide without extra charge all assistance and everything reasonably necessary for proving the quality of work done as may be required by the Regional Engineer.

#### **21) SUB-CONTRACTED WORK**

The contractor shall not sub-contract the entire contract. In case the contractor decides to subcontract part of the work (s)he shall obtain written consent of the Engineer, which shall not be unreasonably withheld. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be liable for the acts, defaults and neglects of any sub-contractor, his agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

#### **22) VARIATIONS / 'AS BUILT' DETAILS**

No variations or alterations may be made without the prior approval of the Regional Engineer or his delegated representative. As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. These details will, where appropriate, be noted on the supplied drawing. All alterations will be deemed to have a zero additional cost implication. If any additional works are required that have an additional cost implication then these must be handled as a contingency and must first be authorized in writing by the Regional Engineer. Refer to notes on contingencies.

#### **23) VERIFICATION OF EXPERIENCE**

The proponent of a quote will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess his/her capacity. He/She shall provide such information in Annexure C – Experience.





#### **24) LABOUR CAPACITY**

The proponent of a quote will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship. The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If in the opinion of the Head of Department or Delegated Representative any person employed by the Contractor misconducts him/herself or is likely to cause or has caused quarrels, or delay, or is incompetent, the Contractor when so directed by the Head of Department or Delegated Representative shall at once remove such person from the site.

#### **25) LOCAL AND OTHER AUTHORITIES NOTICES AND FEES**

The Contractor shall comply with and give notices required by any Act of Parliament, Act of the KwaZulu-Natal Provincial Legislature, Laws, Regulations and By-Laws of any Local Authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected. He/She shall pay and indemnify the Employer against any fees or charges demandable by law thereunder in respect of the Works provided that the said fees and charges, if not expressly included in the Contract Sum or stated by way of Provisional Sum shall be added to the Contract Sum and be payable to the Contractor accordingly.

The Contractor before making any variation from the Drawings and Specification necessitated by such compliance shall give to the Regional Engineer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto. If the Contractor within twenty-one days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question, and any variation necessitated as previously mentioned shall be deemed a variation and dealt with as such.

#### **26) INSURANCE**

All accepted approved contractors would be required to provide the following insurances for the project awarded to them:

- Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Diseases Act with regard to insurance.
- Unemployment insurance fund for all permanent workers in his/her employ.
- Insurance against damage, destruction or loss caused by fire.
- Public Liability insurance.
- All risks (works) policy and Political for the value of the respective project plus 10%.

#### **27) PROTECTION OF THE PUBLIC**

The Contractor will be required to pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

#### **28) SITE SAFETY**



During the construction the regulations of the Occupational Health and Safety Act No. 85 of 1993 and Machinery and Occupational Safety Act (Act 6 of 1983) will apply. By submission of a Quote the proponent acknowledges and agrees that, should this Bid/quote be accepted, (s)he is an employer in his own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 and amendments thereto and the corresponding Construction Regulations 2003 The Contractor will ensure that all Works to be performed or machinery and plant to be used in the Works will be in accordance with the provisions of such regulations.

Costs for OHS compliance to be factored in in the P&G's, 9.1

(S)he also agrees that he is aware of the fully understands all the provisions of such regulations. All equipment, machinery, tools and safety equipment used on site are to be in a safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The Contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration. All necessary safety equipment required to construct the facility must be used by the workers where appropriate and are for the contractor's responsibility and provisioning. A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act. The Contractor shall ensure the safety of all work left standing in an incomplete state during the construction and shall be responsible for all damage or loss caused by his failure to ensure the safety of such incomplete work. Site operations requiring special attention include but are not limited to: Any excavations; plant, machinery and equipment operations; any chemical storage and usage whatsoever; any works requiring elevated personnel such as for roofing, elevated building works requiring ladders or scaffolding etc...; any works with overhead elevated operations or construction. Please also refer to item "Safety" in **Section C: Project Technical Specifications**. OHS expenditure is included in the P&G Item of the Pricing Schedule (item 9.1).

## **29) PROTECTION OF THE PUBLIC**

The Contractor will be required to pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

## **30) INJURY TO PERSONS**

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

## **31) DISAGREEMENTS**

### **a) Notice of disagreement**

The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

### **(b) Ruling on disagreements**



The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so, failing which he shall be deemed to have given a ruling dismissing all the Contractor's contentions.

### **32) FIXED PRICE CONTRACT**

The contract shall not be subject to contract price adjustment. Proponents of Quotes must therefore allow for increase cost for the contract duration, including possible delays in awarding the Bid in accordance with the validity period.

### **33) PRICING - COMPLETENESS OF BID/QUOTE**

- i. Proponents of Quotes will be required to Bid for all services, products and commissioning as specified in this document and associated plans This includes those optional items that will be pointed out as required at the bid briefing (e.g. VIP toilet(s), fencing and others.
- ii. **If (s)he does not Bid/quote on all items, his/her Bid/quote may be rejected.**
- iii. All bid/quoted prices for separate items are to be in South African currency and must at item level **exclude VAT.**
- iv. All items as described in the project specification are to be priced in full.
- v. Transport/Delivery costs must be included in the pricing. It must not be a separate item.
- vi. VAT must be filled in as the sub total followed by the complete price for the entire project.
- vii. The Bid price must have your company stamp, date and be signed by an authorised person.

### **34) QUANTITIES OF WORK**

The Contractor shall receive payment only for the works actually executed and approved by the Engineer. No claim for an extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Head of Department. Such a variation will be dealt with as a contingency only if the variation has an additional cost implication. See item on 'contingencies'. No objection to the description or terms of the Order in writing will entertained unless lodged in writing with the Head of Department within twenty-one (21) calendar days of the date of the order.

### **35) PROGRESS PAYMENTS**

The contractor may submit claims for progress payments only on completion of the hereunder-listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed or fitted or built up. If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.

The contractor shall be paid in up to a maximum of six part payments



PAYMENT SCHEDULE			
		% of total work	Actual
1	Site establishment + digging of trenches	20%	18.0%
2	Laying and installation of piping	25%	22.5%
3	Water provisioning	20%	18.0%
4	Commissioning and training	35%	31.5%
5	Retention 5% at works completion		5%
6	Retention 5% at final completion		5%

The penultimate payment occurs after *practical works completion*. The final payment will be made after *at final completion* 3 months after *practical completion*, provided that no latent defects occurred, or were attended to before the expiry of the 3 months period. See also section (36) below.

### 36) Completion of the works

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

- Practical completion*

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

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

The latent defect/liability period for infrastructural works implemented for the Department is **3 months**. This means that the Contractor will be liable for latent defects that may come to the light after works completion. A latent defect is defined in the JBCC as "a defect that a reasonable inspection of the works by the principal agent would not have revealed before the issue of the defects list". However, for practical reasons the **payment of the second half of the retention money will take place 3 months after works completion, provided that no latent defects have come to the fore. Note well, though, that the Contractor will still be liable for the repair of latent defects not related to wear and tear for another 9 months after final completion.**



### **37) RETENTION**

A 10% retention will be withheld on each payment. The Department will pay out half of this retention, or 5% of the bid value, as the seventh payment, at **works completion** (see Clause 36). A work has reached the **works completion** stage if the contractor had attended to all items listed on the *patent defect list*, or a *works completion list* which details defective and incomplete work present at practical completion but which are not required to achieve practical completion. This "snag list" is drawn up by the Engineer. The remainder, viz 5%, will be paid out after 3 months, provided that no latent defects have come to the fore, or that the Contractor has fixed those latent defects that have come to the light after works completion.

### **38) DEFECT LIABILITY PERIOD**

An amount of 5% of the contract value for the works will be withheld as latent defect liability retention. This amount is included in the 10% retention. **The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of 3 months.** The guarantee shall cover any latent defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost. If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

### **39) SERVICE LEVEL AGREEMENT**

The successful Bidder and the Department will sign a *Service Level Agreement* prior to commencement of works. A proposed *schedule of works* must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid. Annexure B (Payment schedule) will be attached reflecting the actual amounts based on the % presented in the Payment Schedule. The percentages of this schedule represent the estimated percentage that that work phase constitutes of the whole project. Where these work percentages and concomitant payment amounts differ from the actual bid amounts, the payment schedule will take priority.

**The General Conditions and Technical Specifications as listed in this bid document, as well as the Drawings, are deemed to form part of the SLA.**

### **40) COMMENCEMENT OF THE WORKS**

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects. Site establishment must start **within two weeks**, and the actual works **within three weeks** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint the Contractor



who would according to the outcome of the bid evaluation would be next in line for an appointment.

#### **41) RATE OF PROGRESS**

The Works shall be completed within the time period indicated in the Service Level Agreement. If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by any other causes beyond the Contractor's control, then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.

The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause. The date of completion will be extended only to the extent approved by the Department.

Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

#### **42) TIME TO BE OF THE ESSENCE**

Time shall be considered as the essence of the Contract. If, therefore, the Contractor fails to commence work or the Works or to proceed with and complete the Works in compliance with the projected timeframes, then the Head of Department shall have the right in his/her absolute discretion to adopt and exercise all or any of the following courses wholly or partly, viz: -

- To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites, and thereupon: -
- To make any Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- To provide such number of men, or purchase such materials, or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.

In relation to the foregoing provisions, the Department shall charge any sums of money that may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

#### **43) PROGRAMME AND PROGRESS PAYMENTS (AFTER CONTRACT AWARD)**

The contractor is to supply a *Gantt chart* with the proposed times of completion of each phase and associated progress payment request for the project.

#### **44) PERIOD OF COMPLETION**

The project is to be completed within 3 months of award of the contract (90 calendar days).

**45) PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION**

If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value. The Engineer may, after informing in writing the contractor of his intention to do so at least 2 weeks before the deadline, decide to deduct a penalty for late completion. penalties will be deducted from the retention.

**46) ANCILLARY MATERIALS, SERVICES AND EQUIPMENT**

A fixed amount of R 10,000 has been set aside for Ancillary Materials, Services & Equipment on the Pricing schedule/BoQ. This would cover unforeseen and additional items not covered elsewhere in the original contract due to circumstances that have occurred after commencement of the works. Any expenditure against this item must be agreed upon in advance by the Department and now additional work or purchases or services may be done/delivered without such permission. Payment will be on the basis of proven cost plus 10% mark up.

**If no expenditure against this item is made, or if the total of approved expenditure against this item is less than R 10,000 the balance not used will be subtracted from the contract amount and will NOT be paid out.**



## C) PROJECT TECHNICAL SPECIFICATIONS

### **SPECIAL CONDITIONS FOR THIS PROJECT**

- *It is important to note that the supplied technical specifications (design, drawing and bill of quantities) are merely a guide as they pertain to the preferred Option A, a standard irrigation scheme of 100m x 100m. However, the actual dimensions of the scheme for which this bid is invited may differ. **Any deviation from Option A, like the presented rectangular Option B or layouts of other shapes, will first have to be discussed with a Departmental Engineering representative before the start of any work or ordering of any material.***
- *Site specific circumstances will determine the actual specifications and it is suggested that the attached documents be priced with the understanding that the final specifications may have to be adapted to reflect the on-site conditions. Terrain slope, the shape of the lands, static lift and actual length of the mainline (the BoQ assumes a length of 500m) are some of the factors the service provider will have to investigate and compare with the supplied specifications. In most cases an adjustment will have to be made in order for the irrigation scheme to be successful.*
- *In case of the presence of limiting factors for (parts of) the project area (e.g. insufficient water availability, slopes greater than 12% or poor soils) the design size and quantities of material required must be reduced to suit the situation on site. A pro rata amount will then be paid based on the implemented system. It is envisaged that this will be conducted in consultation with the Department and in a professional manner in order not to jeopardize future dealings with this Department.*
- *The onus is on the service provider to ensure that the final product is a system that will operate in an efficient and effective manner and which will confirm to all irrigation (SABI) norms and standards.*
- *Furthermore, as it is expected to be a system the local community should be able to manage, the system users should be trained in operation and maintenance procedures and principles (see also Clause C.4.2).*

### C.1) DETAILS OF CONTRACT

C.1.1 The scheme layout must conform to the generic design as presented in Annexure A. However, the attached Bill of Quantities (Annexure B) must be checked and verified by the Bidder. The contractor may, after approval by the departmental representative, make adaptations to the original design if:

- site conditions require so and/or
- these are deemed to constitute an improvement to the design *and*
- they will not increase the overall cost of the scheme.

All proposed changes must be accepted by the Regional Engineer prior to the ordering of materials/ installation and be confirmed in writing.

C.1.2 The layout must be pegged out by contractor and will be checked by departmental representative. Trenches to be dug using suitable plant or local labour. Minimum trench depth must be 600mm.





- C.1.3 All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the beneficiaries to safeguard it prior to installation. Alternatively material can be delivered in batches, as and when required. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.
- C.1.4 The supply and installation of all required material including piping, pump, motor.
- C.1.5 Surplus material will be retained by the Department. Should any surplus material be taken by the contractor or any material not be supplied, payment will be made based on what has been actually supplied/used/put in the scheme.
- C.1.6 All material must be checked by a departmental representative prior to installation and testing. All joints are to be left uncovered for inspection purposes and are only to be covered after inspection by departmental engineering representative and after he/she is satisfied that there are no leaks or other faults.
- C.1.7 The scheme must be fully tested and commissioned in the presence of an Engineering representative of the Department. **The contractor will remain responsible for the scheme including all materials, and the official hand over and final payment will not take place, until such time that the entire scheme is fully functional and all leaks etc have been repaired.**
- C.1.8 The Bidder will be required to satisfy the Department that a sufficient and experienced skilled and semi skilled labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship. **The Bidder will be required to submit a list of references/ projects (ANNEXURE C: References) to enable the Department to inspect previously completed work and assess the capacity of the Bidder. Furthermore the Bidder will be required to source local subcontractors and labour (see C.4.1).**
- C.1.9 The Bidder should have a minimum CIDB designation of 2 CE/SH/ME.

## C.2) PIPING

- C.2.1 All piping must be SABS approved and of the correct class.
- C.2.2 All appropriate fittings are to be supplied including any additional material for breakage and/or unforeseen events.
- C.2.3 Equipment, pipes and other materials which are damaged before or during delivery, or during the testing of the scheme before commissioning, are to be replaced by the contractor *at no extra cost to the Department.*

## C.3) PUMP AND MOTOR

- C.3.1 The proposed pump performance specification including NPSH curves **must be supplied with the bid. The bid will not be considered if this information is not attached to the bid.**
- C.3.2 The unit must be mounted on a suitable trolley fitted with pneumatic wheels and a handle bar that is able to swivel.
- C.3.3 All necessary fittings, adaptors, reticulation, reducers, priming funnels, tools etc should be supplied with the unit.
- C.3.4 The pump must be a **twin stage** type and both the pump and motor combination must be a reputable brand with sound backing in terms of warranty and support.



#### **C.4) LABOUR AND TRAINING**

C.4.1 It is required that the trenching, pipe laying and block laying for pump house be subcontracted to local contractors in order to develop local BEE contractors. In the situation where this is not possible local labor must be used (50% of the total labor value). It is required that the sub-contractor be paid every two weeks.

C.4.2 During pipe laying and installation the community must be intensively involved and trained on all aspects of the reticulation especially with respect to maintenance. The following **extensive** training in the operation and maintenance of the scheme **must** be provided before hand over of the scheme to the beneficiaries:

- Priming of the pump;
- Operation of pump and engine, including operating the motor at optimum speed.
- Basic maintenance including service intervals, what to change (and when), checking of the oil and the water for the bleeding of pump.
- Operation of the mobile elements of the system (hooking up of the suction pipes and dragline hoses);
- Identification of leaks and basic repairs:
  - Repair of leaks in underground piping with duct tape (temporary);
  - Replacement of the broken section with a coupling and/or new piping.
- Management and operation of system.

Training dates to be confirmed with the Department and the actual training to be conducted in the presence of Departmental staff and project beneficiaries.

#### **C.5) SAFETY**

C.5.1 All safety equipment required to construct the facility is for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; false work and bracing; ladders etc... all equipment, tools, offloading and safety equipment are to be in a safe operating condition and all necessary safety procedures are to be adopted where appropriate. Compliance with the Occupational Health and Safety Act (Act No. 85 of 1993) where applicable is compulsory.

**C.6) COMPULSORY INFORMATION REQUIRED:**

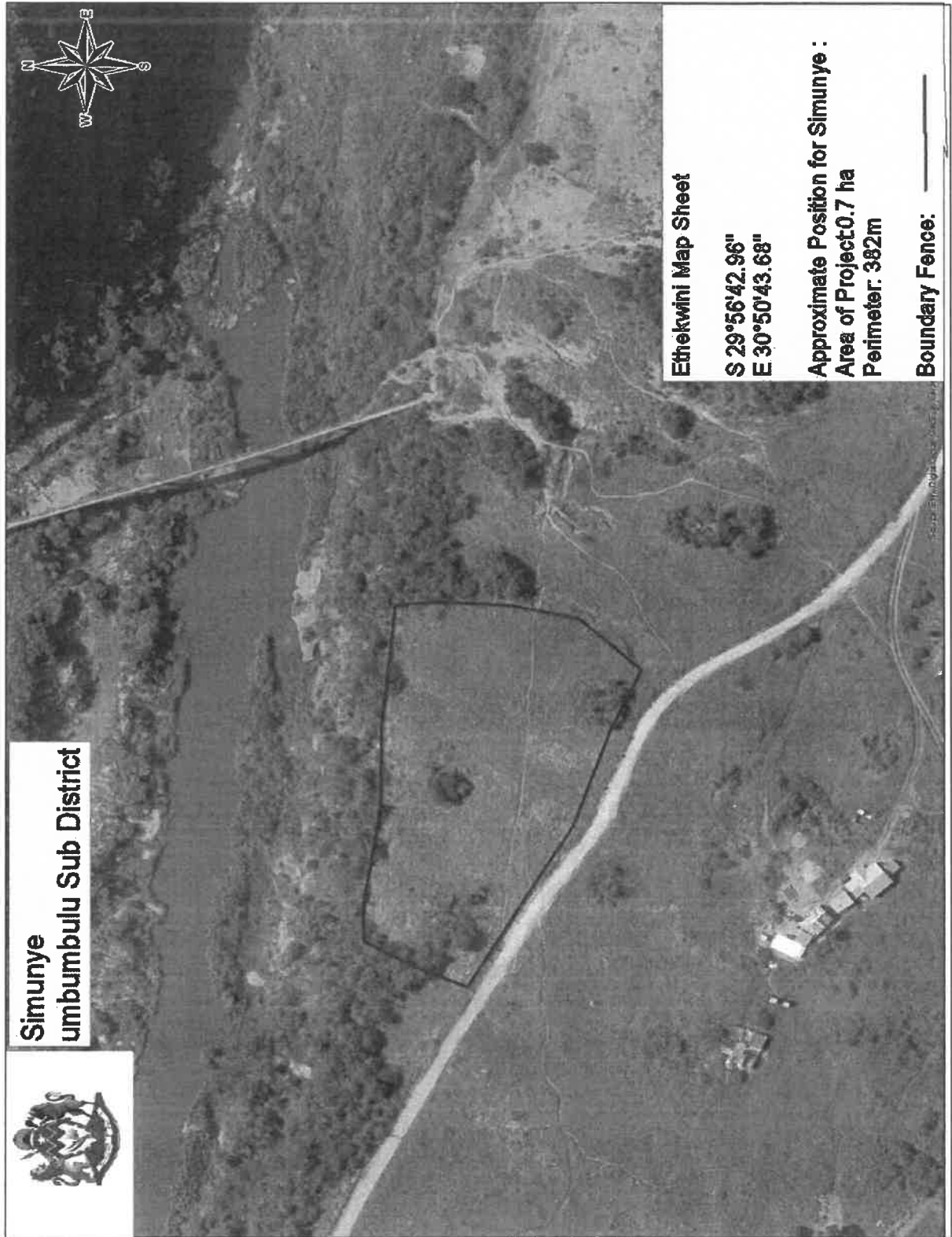
The Bidder is to attach the following information with their bid:

INFORMATION AND DOCUMENTATION	FOR OFFICE USE ONLY	
	YES	NO
• Pump performance specifications and NPSH curves.		
• Motor specifications.		
• Drawing indicating the proposed layout of the pump, motor, pipes and fittings and electrical layout of the works.		
• Annexure B fully completed.		
• Annexure C fully completed.		
• Proof of CIDB grading.		
• All other necessary documents.		



**ANNEXURE A:**

**SIMUNYE**





**ANNEXURE B**  
**QUANTITIES**

**PRICING SCHEDULE/ BILL OF**

ANNEXURE B : Price of piping, fittings and pump unit					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>Piping</b>				
1.1	63mm HDPE C6 piping (100m lengths)	roll	4		
1.2	50mm HDPE C6 piping (100m lengths)	roll	1		
<b>2</b>	<b>Fittings and connections</b>				
2.1	63 x 50mm reducer couplings	no	4		
2.2	63mm compression couplings	no	3		
2.3	63mm equal tee	no	3		
2.4	63mm compression elbow	no	1		
2.5	50mm compression endcaps	no	4		
2.6	50mm x 1" saddles	no	8		
2.7	VYR-36AF sprinkler (1,8bar with 4mm nozzle)	no	8		
2.8	500mm sprinkler stands	no	8		
2.9	20mm dragline hoses (18m length)	no	8		
2.10	20mm hose clamps	no	8		
2.11	1" hydromatic valve (spring loaded)	no	8		
2.12	1" plastic risers (600mm length)	no	8		
2.13	20mm pipelets	no	8		
<b>3</b>	<b>Pump unit and fittings</b>				
3.1	Honda Normac Twin Stage pump (48m <sup>3</sup> /h) + petrol motor with all accessories	no	1		
3.2	Pump and all accessories mounted on frame with pneumatic wheels and swivel handlebar	no	1		
3.3	Hand pump to inflate tyres	no	1		
3.4	2" heavy duty suction pipe, green (4m length)	no	1		
3.5	2" rubber hose delivery pipe (3m length)	no	1		
3.6	2" 'Perrot' type swaged female couplings	no	2		
3.7	2" 'Perrot' type screwed male couplings	no	3		
3.8	2" galvanized 'flowmax' type footvalve/strainer, swaged	no	1		
3.9	2" heavy duty clamps	no	5		
3.10	63mm x 2" male adaptor	no	1		
3.11	2" galvanized barrel nipple	no	2		
3.12	2" brass non-return valve	no	1		
3.13	2" galvanized elbow (female)	no	2		
3.14	2" galvanized stand pipe (1m length)	no	2		
3.15	Thread tape	no	10		
3.16	Extra reducers on pipework to suit pump installation	no	sum		
<b>4</b>	<b>Miscellaneous</b>				
4.1	Concrete to anchor stand pipe	no	sum		
<b>5</b>	<b>Trenching and backfilling</b>				
5.1	Digging of trench to 600mm depth (300mm wide)	metre	500		
5.2	Backfilling of trenches after pipelay and inspection	metre	500		
<b>6</b>	<b>Labor</b>				
6.1	Pipelay and installation	no	sum		
6.2	All other labor incl off loading of material	no	sum		
<b>7</b>	<b>Transport</b>				
7.1	All transport incl delivery of materials, site visits, transport of labor etc	no	sum		
<b>8</b>	<b>Ancillary Materials, Services &amp; Equipment</b>				
8.1	Ancillary Materials, Services & Equipment	Sum	1		R 10 000
<b>9</b>	<b>Preliminary &amp; General</b>				
9.1	Preliminary & General (Time related & Fixed costs, including OHS compliance costs)	Sum	1		
<b>Total (excluding VAT)</b>					
<b>VAT (for VAT vendors)</b>					
				<b>TOTAL</b>	

Supply & installation of a 0.7ha sprinkler irrigation scheme at Simunye Garden: Umbumbulu sub district — June 2018

**ANNEXURE C:****EXPERIENCE**

Please provide an indication of your experience and expertise by completing the table below (minimum 2, maximum 5 projects in the past 5 years).

<b>N o</b>	<b>Name of project + Period</b>	<b>Project description</b>	<b>Role (self or sub- contract ed)</b>	<b>Projec t value</b>	<b>Name and contact number of referee</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					

**ANNEXURE D: EVALUATION OF IRRIGATION BIDS (FUNCTIONALITY)**

<b>CRITERIA</b>	<b>GUIDELINES FOR EVALUATION</b>
<b>ABILITY</b> ↓ Capacity	Implement the design and specifications to the standard as directed in the technical specifications.
<b>CAPABILITY</b> ↓ Competency ↓ Experience	Demonstration of competency to render the required service & providing proof of registration with the CIDB database. Bidders to provide evidence of similar or identical or more difficult projects completed in the past 3 years.
<b>METHODOLOGY</b>	Provide a short description of your intended implementation methodology indicating time frames to complete the work.
<b>NOTE:</b> In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.	

Submissions will be scored using the below scoring table. This bid will be evaluated on functionality which will determine the capability, ability and capacity of the prospective bidders to provide the required goods or services for the department. A **minimum score of 65%** must be obtained by the bidder in order to qualify to be evaluated further for price.

<b>EVALUATION MATRIX</b>	<b>Points %</b>	<b>Score</b>
<p><b>SUBMISSION OF CIDB REGISTRATION CERTIFICATES</b></p> <p>1. Contractor has submitted:</p> <ul style="list-style-type: none"> <li>• a CIDB registration certificate that equals or exceeds the minimum required CIDB grading (2SH). OR</li> <li>• Proof of registration with one of the professional irrigation bodies, e.g. the South African Institute of Irrigation (SAII/SABI)</li> </ul> <p>2. Letter of good financial standing of a bank or other a recognised financial institution</p>	<p><b>[25]</b></p> <p>15</p> <p>10</p>	
<p><b>DEMONSTRABLE EXPERIENCE OF THE PROSPECTIVE SERVICE PROVIDER'S ENGAGEMENT IN SIMILAR WORK (ANNEXURE C):</b></p> <p>A) Bidder has submitted a list with projects implemented since 2013 containing:</p> <ul style="list-style-type: none"> <li>○ <u>Identical</u> projects (&lt;10ha irrigation basic schemes with</li> </ul>	<b>[55]</b>	



2	<p>diesel/petrol/electrical pump intake and dragline coupled sprinklers or fixed sprinklers) – <b>6 points per project</b></p> <ul style="list-style-type: none"> <li>○ <i>More difficult</i> projects (&gt;10ha similar schemes, solar or centre pivot schemes) <b>8 points per project</b></li> <li>○ <i>Similar</i> projects (gravity schemes, horticultural irrigation/hydroponics) <b>4 points per project</b></li> </ul> <p style="text-align: center;"><u>Maximum 30 points for all categories combined</u></p>	30 max	
<b>EVALUATION MATRIX (CTD)</b>		<b>Points %</b>	<b>Score</b>
2	<p><b>DEMONSTRABLE EXPERIENCE OF THE PROSPECTIVE SERVICE PROVIDER'S ENGAGEMENT IN SIMILAR WORK (CONTINUED)</b></p> <p>B) Extra points per project for a full set of project details (<i>Project name &amp; description, Contractor's role (self or sub-contracted),</i></p> <p>C) Documentary proof such as reference letters/ completion certificate/close out report indicating key project parameters, e.g. client, location, value, construction period .</p>	10 max  15 max	
3	<p><b>SUBMISSION OF A SHORT DESCRIPTION OF THE INTENDED IMPLEMENTATION METHODOLOGY INDICATING TIME FRAMES TO COMPLETE THE WORKS.</b></p> <p>1. <i>Implementation methodology has been submitted with original bid and methods and time frame are realistic and demonstrate a clear understanding of the intended project scope.</i></p> <p>2. <i>Implementation methodology plan has been submitted with original bid, but methods and time frame are unrealistic or show lack of capability.</i></p> <p>3. <i>Implementation methodology plan was not submitted.</i></p>	[20]  20  12  0	
<b>TOTAL</b>		<b>100%</b>	



## DECLARATION OF INTEREST

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

1"State" means –

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

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

Please clearly indicate, with an 'X' only one box that is applicable to your business or firm

2.7 Are you or any person connected with the bidder presently employed by the state?

YES	NO
-----	----

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/member:

.....

Name of state institution at which you or the person connected to the bidder is employed

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

2.7.2 If you are presently employed by the state, did you obtain

YES	NO
-----	----

the appropriate authority to undertake remunerative work outside employment in the public sector?

If yes, did you attach proof of such authority to the bid document?

YES	NO
-----	----

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

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

.....

.....

**2.8** Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES	NO
-----	----

2.8.1 If so, furnish particulars:

.....

.....

**2.9** Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

2.9.1 If so, furnish particulars.

.....

.....

**2.10** Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

2.10.1 If so, furnish particulars.

.....

.....

**2.11** Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES	NO
-----	----

2.11.1 If so, furnish particulars:

.....

.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Name of bidder

.....  
Position

.....  
Signature

.....  
Date

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder