



**agriculture
& rural development**

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

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

Quotation No: R/S/1920/1805

SUPPLY, DELIVER AND ERECT FENCING SINGOBANGOKUHLE GARDEN PROJECT

NAME OF BIDDER: _____

COMPULSORY SITE BRIEFING DETAILS	
DATE	17 FEBRUARY 2020
MEETING VENUE	AUDITORIUM
MEETING ADDRESS	1 CEDARA ROAD ,
MEETING TIME	
START TIME	11:00 AM

1. PRE-QUALIFICATION CRITERIA

REQUIREMENT-CIDB Grading: 1 SQ/GB / ME / CE

Evaluation will be in terms of the 80/20 preference point system

For more information, please contact the following official:

**For: Technical Enquiries:
BO MSIBI
031 783 4127**

**For: Quotation/SCM enquiries:
Mandla Ngcamu
033 343 8493**

CLOSING DATE: 24 FEBRUARY 2020 TIME: 11:00 AM



agriculture & rural development

Department:
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& 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/1920/1805	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 24 /02/2020	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICEREQUIRED: supply,deliver and erect fencing at sinqobangokuhle garden projects	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
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)

NB:ATTANTION TO MANDLA NGCAMU :033 343 8376

NB: THE ATTACHED SBD 4, SBD9,6.2 AND 10 FORMS MUST BE COMPLETED IN FULL.

ALL QIOTATION MUST BE DEPOSITED ON BID BOX WHICH IS LOCATED ON 04 PIN OUK AVENUE, HILTON

1205

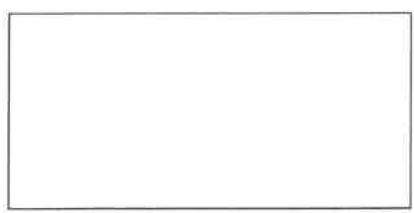
COMPANY NAME : _____
 ADDRESS : _____
 CONTACT PERSON : _____
 CONTACT NUMBER : _____
 FAX NUMBER : _____

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQU IRED QUAN TITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	TO SUPPLY, DELIVER AND CONSTRUCT FENCING – 0.19KMS FOR SINOBOGOKUHLE GARDEN PROJECT AT QADI-MZINYATHI					
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

*VAT Registration No. (Supplier)

When Required (Requester) : 2 August 2019
Where Required (Requester): Sinqobangokuhle garden– as per GPS co-ordinates
 S 29° 41' 8.7786''E 30 °52 22' 5219''
Contact details of requester: Mrs Bukeka Msibi
TEL : 031 783 4127

COMPANY STAMP



PRICES ARE VALID FOR 30 60 90 **Mark one Box (X)** DAYS

SIGNATURE
DATE



agriculture
& rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

Date: 21/05/2019

**MESH FENCING/ PREMANUFACTURED HINGED JOINT
>>> SUPPLY AND ERECTION <<<**

BID DOCUMENT

>>> Project: Sinqobangokuhle A

TABLE OF CONTENTS:

No.	Section	Pages	Read / Complete
1.	Project Particulars and Specification	1-2	Read
2.	Bill of Quantities	4	Complete
3.	Drawing A1	5	Read
4.	Map of fence layout	6	Read

Appointment of a Service Provider to SUPPLY AND ERECT **0,27** kms of hinged joint fence at **Sinqobangokuhle A**

1. Background:

The fence is to be erected approximately **40** km from **Durban**

2. Specific Objective:

Supply, deliver and fully erect a hinged joint fence of **0,273** km.
The fence must be erected in accordance with the specifications in the attached drawing, Drawing A1.

3. Scope of Objectives:

Supply and erect a **1.2m hinged joint fence with 3 strands of double twist barbed wire above. Total height: 1.7m**
The following services are required:

- 3,1 Supply: - of the specified materials listed in the Bill Of Quantities, Appendix 1.
- 3,2 Delivery: - of all materials to **Sinqobangokuhle A**
- 3,3 Erection:
 - according to the attached map, showing the fence layout.
 - according to the Departmental Specifications in the attached drawing, Drawing A1.
 - providing all equipment required for erection
 - sourcing of at least 50% unskilled labour from the local community.
- 3,4 Inspection and reporting:
 - Weekly inspection reports of progress must be submitted on Monday morning to the contact person.
 - On site inspections will be conducted by Departmental staff to check all completed work before any payments can be made
 - The contractor is responsible to check that the tendered distance is correct. Failure to check the distance before starting the installation will result in the contractor not being paid for any excess/extra material that the contractor has purchased. The contractor will only be paid for materials that have been used. Where the tendered distance is lower than the required distance the contractor must not exceed the tender amount prior to receiving authorization in the form of a variation order.
 - Accurate distances of all erected fences are to be kept by the service provider as only work that has been done will be paid for. Any fencing installed over the order amount will not be paid for unless prior permission has been obtained to exceed the order amount.
 - Site meetings and project steering committee meetings to be held when necessary and minutes to be kept by the SP.

4. Deliverables:

- 4,1 Fencing materials according to the Bill of Quantities in Appendix 1.
- 4,2 Construction of the fence according to the specifications provided in Drawing A1. If Drawing A1 was not attached to the tender documents it is the contractors responsibility to obtain the drawing before submitting the tender. Failure to erect the fence according to the Departmental specifications will result in the contractor having to re-install the fence at the contractors own expense.
- 4,3 Weekly written progress reports to the Local Agricultural Manager, outlining progress, daily activities and quantities of materials used.
- 4,4 Submission of full closeout report including materials used, job opportunities created in EPWP format for the duration of the project.
- 4,5 Attendance of steering committee meetings and the provision of minutes if called for.
- 4,6 The contract requires a minimum **delivery RATE of 3 km of completed fencing per week.**
- 4,7 Any excess material **STRICTLY** to be left with the project beneficiaries.

MESH FENCING/ PREMANUFACTURED HINGED JOINT

>>> SUPPLY AND ERECTION <<<

BID DOCUMENT - PAGE 2

5. Competence and Expertise:

It is essential that the work be carried out by fully competent personnel with proven experience in fencing and Project Management.

- 5,1 **Competency:** - only bidders with proven ability to complete 3 km of fencing per week shall be considered.
- bidders are required to provide an implementation plan including time frames from start to finish.
- failure to provide a program will invalidate the bid.
- 5,2 **Labour:** * skilled and semi-skilled labour only to be provided by the contractor. At least 50% unskilled labour is to be sourced from the local community.
- 5,3 **Site supervision** * Project Manager/Technician on site to supervise work done, quality control and certify work for payment.
Invoices will be paid within 30 days, provided that the progress has been inspected prior to the submission of the invoice.
- 5,4 **Bid Format:** All documents in the bid document are to be completed. All quotations and claims must include VAT.

6. Validity Period for Bid:

Bids shall remain valid for a period of 120 days from the date that the bid closes.

7. Compulsory Pre-Bid Tender Meeting:

A compulsory pre-bid site meeting will be held with prospective bidders. Failure to attend this meeting will invalidate the bid.

8. Site Hand Over to the Contractor:

The contractor will be introduced to the project participants following the awarding of the tender. The site will be handed over to the contractor who will control the site for the duration of the project. The contractor will be responsible for the administration, control and security for the site. It is up to the contractor to arrange insurance as the contractor is responsible for any theft or damage that occurs on site.

9. Water and Electricity:

The contractor shall make the necessary arrangements for the provision of any water and electricity.
Any cost to acquire water and electricity must be added to the bid amount as no extra funding will be received.

10. Housing of Contractor's Employees:

No housing is available for the contractors employees and the contractor shall make arrangements to and from site. It is up to the contractor to arrange any short term accommodation with the project participants. The contractor is responsible for any financial expenses for housing employees on site.

11. Underground Cables and Pipes:

If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity will cease until it is safe to continue. If the contractor damages any underground pipes or cables such damage will be repaired as soon as it is safe and possible by the contractor.

12 Insurance

All accepted approved contractors shall be required to provide the following insurance's for the project (s) awarded to them:

- i) Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Diseases Act with regards to insurance.
- ii) Unemployment fund insurance for all workers.
- iii) Insurance against damage, destruction or loss caused by fire.
- iv) Public Liability insurance.
- v) All Risks (works) Policy Political for the value of the respective project plus 10%.

13. Specifications:

Refer to Bill of Quantities and Drawings .

- Spacing of wooden poles: 5.0m:
10% maximum deviation (0.5m) from the specified spacings will be allowed.
- **Boxes: Box length to be 1.05m (half a pole length).**
- **Compaction** : Normal manual force against the poles must be absorbed.
- **Straining**: The hinged joint section & barbed wire to be strained. If the fence is pulled down, it must recover to it's original position. Fence is to be strained using appropriate straining equipment.
- **Exposed Surfaces** : All exposed surfaces where poles have been sawed off are to be painted with creosote.

14. Timetable/Timing:

The contractor must be on site and commence construction no later than 1 week after on order has been issued. Where more than 1 payment is required, the contractor must indicate the number of part payments that will be required in the tender documents. Claims for work that has been completed and verified can be submitted on a monthly basis. Generally no more than 1 claim per month will be accepted.

15. Management Arrangements and Reporting Requirements:

S. Msibi is the District Manager. Any matters regarding the district staff or any complaints should be directed to him/her.

MESH FENCING/ PREMANUFACTURED HINGED JOINT

>>> SUPPLY AND ERECTION <<<

BID DOCUMENT - PAGE 3

16. Evaluation Criteria:

Proven previous experience is a requirement to qualify.
The following minimum CIDB designations are required:

Farm fencing (barbed/razor wire/hinged joint) < 2.5km:	1SQ
Farm fencing (barbed/razor wire/hinged joint) 2.5 - 6km:	2SQ
Farm fencing (barbed/razor wire/hinged joint) > 6km:	3SQ

<< TABLE 1A: Minimum CIDB designation requirements per length offending bracket

Award of work to the successful bidder will be based on Price, Departmental Goals (i.e. preference points attached) and functionality.

16.1 Compliance:

- i) All information and documentation required in the Specification, eg. Certificates.
- ii) All information required in the bid document must be accurate and duly completed, including all the appropriate signatures. This includes the submission of required / requested documentation eg.valid tax certificate, etc.
- iii) Failure to comply with any of the requirements will invalidate the bid.

16.2 Functionality

Functionality will be assessed separately from the 90/10 or 80/20 formula. The first stage will be the assessment of functionality upon which the Bidders who score less than 65% for functionality will not be considered further.The second stage will be the assessment and evaluation of Bidders in terms of 90/10 or 80/20, where 90 (80) points shall be used for pricing scores only and the 10 (20) points for BBBEE status.See Tables 2 and 3 for Evaluation Guidelines and Criteria respectively.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.

TABLE 2: GUIDELINES FOR EVALUATION

CRITERIA	GUIDELINES FOR EVALUATION
ABILITY Capacity	Bidders to provide proof of current capacity and ability to: Implement the design and specifications to the standard as directed in the technical specifications.
CAPABILITY Competency Experience	Demonstration of competency to render the required service & providing proof of registration with the CIDB (For min. CIDB designation requirements see Table 1A) Bidders to provide evidence of similar projects completed recently i.e. not less than 2 projects and not more than 5 projects in the past 5 years.
METHODOLOGY	Provide a short description of your intended implementation methodology indicating time frames to complete the work.
<i>NOTE: In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.</i>	

TABLE 3: ASSESSMENT CRITERIA FOR THE EVALUATION OF THE FUNCTIONALITY

EVALUATION MATRIX		Points %	Score
1	Financial viability of the bidder: Submission of a letter of good standing from a recognized financial institution	10	
2	Submission of short CV's of key personnel.	20	
3	<ul style="list-style-type: none"> • Demonstration of competency to render the required service (e.g. CIDB registration certificates), • Providing proof of Insurances, • Proof of compliance with Labour legislation (enrolment of staff for Workman's compensation/UIF, Occupational Health & Safety Act. 	10 5 10	
4	Demonstrable experience of the prospective service provider's engagement in similar work: <ul style="list-style-type: none"> • Submission of list of 2 - 5 projects in the last 5 years with values and extent of involvement and contact details of referees. • Documentary proof such as reference letters/CIDB assessments indicating value and period of the contract. 	25 10	
5	Submission of a short description of the intended implementation methodology indicating time frames to complete work.	10	
TOTAL		100%	

MESH FENCING / PREMANUFACTURED HINGED JOINT

>>> **SUPPLY AND ERECTION** <<<

BID DOCUMENT - PAGE 4

16.3 General:

The Department of Agriculture, Environmental Affairs and Rural Development is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process. This does not preclude the formation of consortiums or the inclusion of proposals on how this project can be used to further the aims of transformation. The actual price quoted, including VAT, will be used for issuing of an order to the successful bidder. You must provide for all items in Appendix 1 as the unit rates quoted will be applied for calculation of the amount claimable.

17. Payment Schedule:

Claims for work that has been completed can be made according to the following payment schedule:

1 Site Establishment:	5%
2 Material delivered to site (with invoice)	Invoiced Amount
3 Completed sections of fence (per m)	Pro rata tender amount (less 1+2+4)
4 Retention	5%

A 5% retention will be kept for 1 month after works have been completed to make sure that the standard of work that has been done is satisfactory.

18. Enquiries:

S. Msibi	District Manager	Contact Number	0313289300
M. Zondo	Project manager	Contact Number	0313289389

19) CONTRACTOR'S EXPERIENCE

Please Note: It is compulsory to fill this form in and return it with your bid. Failure to do so will result in your bid being disqualified!

A) Previous work experience:

Have you completed projects of a similar nature in the past 5 years?

YES

NO

Preference will be given to contractors with previous fencing experience. It is therefore in the Bidder's interest to provide relevant information.

B) List no more than 5 previous fencing projects erected:

Name of Project	Project Value	Reference/Contact	Contact No.	Length of Fence
1				
2				
3				
4				
5				

C) Indicate the [number of] and appropriate type of fences erected in the past 5 years:

> Barbed wire [] > Hinged joint [] > Security [] > Electrical [] > Diamond mesh [] > Game fence [] > Other: [] Specify:

D) In what capacity were you involved in the fencing projects?

(Tick the appropriate box)

Contractor	Sub-contractor	Employee	Material supply only	Other:

E) What was your role in the fencing projects?

(Tick the appropriate box)

Owner of business	Site Foreman	Skilled labourer	General labourer	Other:

F) Capacity to erect fencing

Which option mostly applies to you ?

Yes / No

- 1) I currently have one or more teams employed by my company that can erect fences
- 2) I have access to temporary labourers with fencing experience which I will employ
- 3) I will have to source labourers to erect the fence and labourers will require training
- 4) I plan to source an experienced fencing sub-contractor to erect the fence

G) Declaration

I hereby verify that all of the information given above is true.

Signed by: _____

Date _____

Company stamp _____



**MESH FENCING/ PREMANUFACTURED HINGED JOINT
>>> SUPPLY AND ERECTION <<<**

BID DOCUMENT

>>> Project: Sinqobangokuhle B

TABLE OF CONTENTS:

No.	Section	Pages	Read / Complete
1.	Project Particulars and Specification	1-2	Read
2.	Bill of Quantities	4	Complete
3.	Drawing A1	5	Read
4.	Map of fence layout	6	Read

Appointment of a Service Provider to SUPPLY AND ERECT **0,20** kms of hinged joint fence at **Sinqobangokuhle B**

1. Background:

The fence is to be erected approximately **40** km from **Durban**

2. Specific Objective:

Supply, deliver and fully erect a hinged joint fence of **0,204** km.
The fence must be erected in accordance with the specifications in the attached drawing, Drawing A1.

3. Scope of Objectives:

Supply and erect a 1.2m hinged joint fence with 3 strands of double twist barbed wire above. Total height: 1.7m
The following services are required:

- 3,1 Supply: - of the specified materials listed in the Bill Of Quantities, Appendix 1.
- 3,2 Delivery: - of all materials to **Sinqobangokuhle B**
- 3,3 Erection:
 - according to the attached map, showing the fence layout.
 - according to the Departmental Specifications in the attached drawing, Drawing A1.
 - providing all equipment required for erection
 - sourcing of at least 50% unskilled labour from the local community.
- 3,4 Inspection and reporting:
 - Weekly inspection reports of progress must be submitted on Monday morning to the contact person.
 - On site inspections will be conducted by Departmental staff to check all completed work before any payments can be made
 - The contractor is responsible to check that the tendered distance is correct. Failure to check the distance before starting the installation will result in the contractor not being paid for any excess/extra material that the contractor has purchased. The contractor will only be paid for materials that have been used. Where the tendered distance is lower than the required distance the contractor must not exceed the tender amount prior to receiving authorization in the form of a variation order.
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 - Site meetings and project steering committee meetings to be held when necessary and minutes to be kept by the SP.

4. Deliverables:

- 4,1 Fencing materials according to the Bill of Quantities in Appendix 1.
- 4,2 Construction of the fence according to the specifications provided in Drawing A1. If Drawing A1 was not attached to the tender documents it is the contractors responsibility to obtain the drawing before submitting the tender. Failure to erect the fence according to the Departmental specifications will result in the contractor having to re-install the fence at the contractors own expense.
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5. Competence and Expertise:

It is essential that the work be carried out by fully competent personnel with proven experience in fencing and Project Management.

- 5,1 Competency:** - only bidders with proven ability to complete **3 km of fencing per week** shall be considered.
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MESH FENCING/ PREMANUFACTURED HINGED JOINT

>>> SUPPLY AND ERECTION <<<

BID DOCUMENT - PAGE 3

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METHODOLOGY	Provide a short description of your intended implementation methodology indicating time frames to complete the work.
<i>NOTE: In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.</i>	

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4	Demonstrable experience of the prospective service provider's engagement in similar work: <ul style="list-style-type: none"> • Submission of list of 2 - 5 projects in the last 5 years with values and extent of involvement and contact details of referees. • Documentary proof such as reference letters/CIDB assessments indicating value and period of the contract. 	25 10	
5	Submission of a short description of the intended implementation methodology indicating time frames to complete work.	10	
TOTAL		100%	

MESH FENCING/ PREMANUFACTURED HINGED JOINT

>>> **SUPPLY AND ERECTION** <<<

BID DOCUMENT - PAGE 4

16.3 General:

The Department of Agriculture, Environmental Affairs and Rural Development is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process. This does not preclude the formation of consortiums or the inclusion of proposals on how this project can be used to further the aims of transformation. The actual price quoted, including VAT, will be used for issuing of an order to the successful bidder. You must provide for all items in Appendix 1 as the unit rates quoted will be applied for calculation of the amount claimable.

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1 Site Establishment:	5%
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A 5% retention will be kept for 1 month after works have been completed to make sure that the standard of work that has been done is satisfactory.

18. Enquiries:

S. Msibi	District Manager	Contact Number	0313289300
M. Zondo	Project manager	Contact Number	0313289389

19) CONTRACTOR'S EXPERIENCE

Please Note: It is compulsory to fill this form in and return it with your bid. Failure to do so will result in your bid being disqualified!

A) Previous work experience:

Have you completed projects of a similar nature in the past 5 years?

YES NO

Preference will be given to contractors with previous fencing experience. It is therefore in the Bidder's interest to provide relevant information.

B) List no more than 5 previous fencing projects erected:

	Name of Project	Project Value	Reference/Contact	Contact No.	Length of Fence
1					
2					
3					
4					
5					

C) Indicate the [number of] and appropriate type of fences erected in the past 5 years:

> Barbed wire [] > Hinged joint [] > Security [] > Electrical [] > Diamond mesh [] > Game fence [] > Other: [] Specify:

D) In what capacity were you involved in the fencing projects?

(Tick the appropriate box)

Contractor	Sub-contractor	Employee	Material supply only	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E) What was your role in the fencing projects?

(Tick the appropriate box)

Owner of business	Site Foreman	Skilled labourer	General labourer	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

F) Capacity to erect fencing

Which option mostly applies to you ?

1) I currently have one or more teams employed by my company that can erect fences	Yes / No
2) I have access to temporary labourers with fencing experience which I will employ	
3) I will have to source labourers to erect the fence and labourers will require training	
4) I plan to source an experienced fencing sub-contractor to erect the fence	

G) Declaration

I hereby verify that all of the information given above is true.

Signed by: _____

Date _____

Company stamp _____

**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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1	Cover Page	1	Read
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6	ANNEXURE A : Layout of the Scheme	14	Read
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8	ANNEXURE C : Experience	17	Complete
9	ANNEXURE D : Bid Evaluation Criteria	18 - 19	Read



BID SPECIFICATIONS FOR Sinqobangokuhle 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 0.2 ha irrigation system for Sinqobangokuhle project.

2) ACCESS TO SITE

Sinqobangokuhle garden is located within eThekweni municipality, Inchanga sub district in Mzinyathi in the following 29°41'9.74"S 30°52'18.77"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. In the case of variations being suggested, Section K of Bid form ZNT 1 will have to be completed.

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 1 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

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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.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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.

KINDLY COMPLETE PLEASE!!!

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

2.7.1 If so, furnish the following particulars:

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

Any other particulars:
.....
.....
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

KINDLY COMPLETE PLEASE!!!

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, YES/NO
 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?

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

KINDLY COMPLETE PLEASE!!!

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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 consortium³ 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.

³ 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.

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

Js914w 2

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:
.....

Bid No:

Service:

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

VISITED AND INSPECTED THE SITE ON..... (DATE)

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

Local Content

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Fencing (wire products)</u>	<u>100</u> %
_____	_____ %
_____	_____ %

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

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

(b) I have satisfied myself that:

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

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

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____