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/1819/1800	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: **25/10/2018**	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: **SUPPLY, DELIVER AND CONSTRUCT NURSERY AS PER SPECIFICATION FOR INKOSI LANGALIBALELE MUNICIPALITY** **SEE ATTACHED SPEC**	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 SUBMITTED BACK TO THE DEPARTMENT BY THE SUPPIER	.....(Supplier to complete)

NB: **QUOTATION FOR THE ATTENTION OF: SAMKELISO ZITHA**
TELEPHONE NUMBER: 033 343 8104

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

NB: THE ATTACHED SBD4 & SBD9 FORMS MUST BE COMPLETED IN FULL. THIS REQUEST FOR QUOTATION (RFQ) MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.

ANNEXURE A

COMPANY NAME ----------

ADDRESS ----------

CONTACT PERSON. ----------

CONTACT NUMBER ----------

FAX NUMBER ----------

Supply deliver and construct nursery for Kwa Zamokuhle School at Inkosi Langalibalele Municipality

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
	Construction of 6 x 9 m nursery for production of seedlings for food security initiatives. As per attached specification					
				*LABOUR (IF APPLICABLE)		
				*DELIVERY (IF APPLICABLE)		
				TOTAL		
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS				14% VAT		
				TOTAL PRICE		

*VAT Registration No.(Supplier) ----------

When Required (Requester)– 31 August 2018

Where Required (Requester) – Inkosi Langalibalele Municipality

Contact details of requester: T. G. Gayi

TEL: 036 532 3033 / 076 967 5346

(COMPULSORY)
COMPANY STAMP

PRICES ARE VALID FOR..... DAYS

SIGNATURE.....

DATE .....

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

BID DOCUMENT FOR THE
CONSTRUCTION OF One (1) SHADECLOTH SEEDLING NURSERIES FOR THE KWAZAMOKUHLE

June 2018

1. *This document must be read in conjunction with Drawings 1 & 2 (See Table of Contents). 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 nurseries built 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:
   a. *Signing off of the bid/quote document and Drawings by ESD;*
   b. *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.*
   c. *Supply to the contractor by ESD of A1 (shed) and A3 (steel portal and latrine) size plans. The drawings supplied with this document are for quoting/bidding purposes only and no construction should take place before the contractor has received the bigger sized building plans.*
   d. *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.*

Table of Contents:

No.	Section	Pages	Read/ Complete
1	Cover Page	1	Read
2	A - Project Particulars	2	Read
3	B - General Conditions of Contract	2 - 5	Read
4	C - Project Technical Specifications	5 – 6	Read
5	ANNEXURE A: Schedule of Quantities/Pricing Summary	7	Complete
6	ANNEXURE B : References	8	Read
7	ANNEXURE C1: Nursery location & site plans	9	Read
8	ANNEXURE C : Preference point system & Evaluation of bids	10-12	Read
9	DRAWING 1: Elevations and Plan	DR01	Read

BID SPECIFICATIONS FOR THE CONSTRUCTION OF One 6 X 9M SEEDLING NURSERIES

JUNE 2016

A) PROJECT PARTICULARS

1) SCOPE

The contract covers the supply of all materials and construction of a shade cloth nursery and all internals i.e., concrete work table, planting bed and seedling tray bench, at KWAZAMOKUHLE under Inkosi Langalibalele Local Municipality.

B) GENERAL CONDITIONS OF CONTRACT

1) SPECIAL REQUIREMENTS FOR THIS PROJECT

1.1 It is suggested that the attached documents be priced with the knowledge that the supplied specifications may be adjusted at the site/bid briefing to allow for project/site specific circumstances.

1.2 The terrain of the project sites and to a lesser extent specifications and quantities may vary per school. An adjustment may have to be made if required in order for the nurseries to be successfully erected.

1.3 Additional services that may be required, like site levelling should be factored priced under Item 3.

2) BIDDERS TO CHECK COMPLETENESS OF DOCUMENT

2.1 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 tender, as no claims arising from any incorrect interpretation will be admitted.

3) VALIDITY

3.1 All prices must be valid for a period of **four months (120 days)** from the closing date of the tender.

4) FIXED PRICE CONTRACT

4.1 The contract shall **not** be subject to contract price adjustment. Bidders must therefore allow for any price increases during the contract duration, including possible delays in awarding the tender in accordance with the validity period.

5) PRICING (SEE ANNEXURE A – PRICING SCHEDULE)

5.1 All items as described in the project specification are to be priced in full. If a bidder does not tender on all items, his/her tender may be rejected.

5.2 Per item prices to exclude VAT.

5.3 Transport/Delivery costs must be included in the pricing. It must **not** be a separate item.

5.5 The tendered price must have your company stamp, date and be signed by an authorised person.

6) PENALTY CLAUSE

6.1 Refer to the breach of contract and penalty clauses in ZNT 6, condition 4, section B.

7) ANCILLARY MATERIALS & EQUIPMENT (AME)

7.1 None amount has been allocated for the purpose of Ancillary Materials & Equipment (AME), any ancillary work and for any material that may have been omitted but is required to implement the structure *(See Pricing schedule item 4.8.12)*.

7.2 As there may be surplus material due to possible adjustments in the design, these items will be not credited prior to the written agreement with the Regional Engineer. Please note that any un-scoped work or unlisted materials must be motivated for and is for the written approval of the Regional Engineer.

7.3 *Apart from that, no amount for AME will be used for the installation of fixed micro jet sprinklers in this nursery.*

7.4 For this planned, and the unplanned works the Service Provider will first submit a quote that should be approved by the Engineer prior to supply/construction.

7.5 Payment against this item (AME) will be based on supporting documentation including the original **supplier's invoices which must be supplied to substantiate the claims** (A 10% markup will be allowed). This amount is thus **not** automatically part of the contract amount but will only be available for **works and/or materials** that are not in the specification but are necessary for contract completion.

8) WARRANTY

8.1 All workmanship must carry a **warranty of one year** from the date of completion and handover of the works. *Payment of the final retention money within a year after handover of the nursery does NOT constitute a waiver of this condition.*

9) APPLICABLE STANDARDISED SPECIFICATIONS

9.1 For the purpose of this Contract the relevant SABS specifications shall apply. All materials to be SABS approved and installed to applicable standards specified by SABS or the manufacturer.

10) PAYMENTS

10.1 All deliveries are to be checked by a departmental representative prior to installation and certified accordingly. No payment will be made separately for the supply and delivery of materials only. Payments will only be made after the relevant phase has been completed and inspected by the Engineer. The number of payment/s for the completion of this seedling nursery will be 1 (one). The **maximum total number** of payments for *TWO (2)* nurseries is 7.

PAYMENT SCHEDULE FOR ONE NURSERY

Payment #	Phase Description	% of total contract	% payment after completion	
1	Site clearing and leveling	30%		25.5%
2	Erection of nursery proper (poles and netting)	30%		25.5%
3	Construction of concrete, wire tables and sand pit	40%	34.0%	44.0%
	10% retention at practical completion		10.0%	
4	Retention 5% 90 days after completion			5.0%
	TOTAL	100%	100%	

11) RETENTION

11.1 A 15% retention will be withheld on payment for the first two construction phases. The Department will pay out two-thirds of this retention, or 10% of tender value, as part of the third payment, at **practical completion** of the works. The remainder, *viz* 5%, will be paid out at **final completion** after expiry of the defect liability period (90 days after practical completion), the bidder having eliminated all defects. *This condition is payment related and does NOT negate the general condition stipulating a warranty on all workmanship and materials of one year (Clause 8.1).*

12) SERVICE LEVEL AGREEMENT

12.1 The successful bidder and the Department will sign a Service Level Agreement prior to commencement of works.

13) SITE FACILITIES AVAILABLE

13.1 WATER AND SERVICES

Sites may have no telephone connections, power or water. In the case of the absence of these the Contractor shall make the necessary arrangements for the provision of water and services required at the contractor's own cost.

For unskilled work, the assistance of community members **can be utilized at the contractor's costs and all** negotiations with the community members will be the contractor's responsibility and not the Department's. The contractor will **not** be permitted to employ local skilled labour. He/She shall provide his/her own skilled labour.

13.2 LOCATION OF CAMP

The Contractor's camp may be erected on the site of the works in consultation with the project beneficiaries. No persons other than a night watchman may sleep in the camp without the approval of the project chairperson.

13.3 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** project chairperson.

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.

13.4 SAFETY

All safety measures including the provision of the Machinery and Occupational Safety Act (Act 6 of 1983) are to be adhered to.

14) DELIVERY OF MATERIALS

14.1 Material must be delivered to the nursery **within two weeks** of receiving an official order, unless the Department indicates that delivery within this period is not desirable due to delays in the project.

15) ABNORMAL RAINFALL

15.1 The Contractor shall keep daily rainfall **records and submit it to the Department's representative** at every site meeting. 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.

16) 'AS BUILT' DETAILS

16.1 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. No alterations may be made without the written approval of the Regional Engineer.

17) PROGRAMME

17.1 The work is to be completed **within 3 months of the award of the bid**. The contractor can stagger the commencement of his/her work, but is expected to work on this nursery full time.

17.2 The contractor is to supply a work schedule with the proposed times of completion of each phase (as per above Payment Schedule) and associated progress payment request for the project. A maximum of seven (7) progress payments can be made in case of 2 nurseries.

C) PROJECT SPECIFICATIONS

1) DETAILS OF CONTRACT

1.1 The nursery layout must be pegged out by the contractor and will be checked by a departmental representative.

1.2 All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the project beneficiaries'/ chairperson principles to safeguard it prior to installation. 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.

1.3 Sound engineering practices and adherence to the relevant SABS construction codes should be applied to secure integrity of the structure. In the absence of compliance and proof of improvement after having been pointed out shortcomings by the Departmental representative, the contractor may be instructed to halt construction and be replaced by another contractor.

1.4 Surplus material will be retained by the department and 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 used/put in (to) the scheme. All material must be checked by a departmental representative prior to installation.

1.5 The nursery must be fully functional on completion. The contractor will remain responsible for the nursery including all materials, and the official hand over and final payment will not take place until such time that the entire structure is fully functional and all defects have been repaired.

1.6 **Soil heaps resulting from the leveling/clearing process must be leveled before the contractor leaves the site.**

1.7 The Bidder will be required to satisfy the Department that a sufficiently 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 B: References)*** to enable the Department to inspect previously completed work and assess the capacity of the Bidder.

1.8 The Bidder should have a **minimum CIDB grading of 2SH/CE/GB**.

2) TECHNICAL SPECIFICATIONS (STANDARD NURSERY)

2.1 EARTH WORKS

- Removal of vegetation and top 150mm of soil.

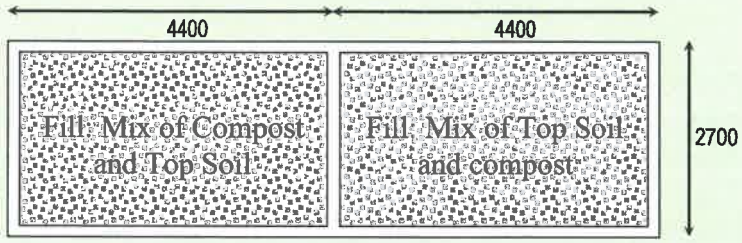
2.2 ANCHORS AND POLE BASES:

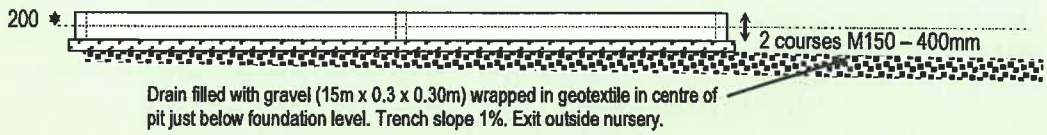
- Pole bases: Required concrete mix should be 20MPa/19mm.
  Dimensions pole bases: 400 x 400 x 650 mm. Poles foot to be free draining and no concrete to be placed below pole foot.
- Anchors to be M10 x 90mm eyebolts, shield anchor expanding Rawl type in 20 MPa concrete footing 400 x 400 x 650mm

2.3 EXTERNAL STRUCTURE

- All poles for the nursery structure to be creosoted hardwood round poles, to SANS 457, size 3000 x 100-125mm.
- 2.2mm high tensile fully galvanized wire for shade cloth support to run from pole to pole following the roof perimeter (stapled onto pole top) and across (tied onto 10mm threaded hook bolt and strained). Use with 32mm staples.
- 2.2mm Veld 1000 wire, wound around post top and fixed with staples, tensioned by ratchet type strainer attached to anchor standard, to be used for cloth hold back along the sides.
- Shade cloth: Green 40% of Black 40%, rolls of 30m, SABS APPROVED.

- Sew shade cloth unto cross wires to prevent bellowing of the cloth during windy periods.
- ***Surplus material of the 180m length of shade cloth after installation to be left with the beneficiaries for repairs and maintenance.***
- Entry gate to be HDG 900x1800mm, round or square tubing 40 x 2.0mm minimum. Frame to be closed with weld mesh 50 x 50 x 2.0mm. Two extra 3000 x 100-125mm posts with cross pole (1100 x 100-125mm) are required for gate frame. Space above gate to be closed with shade cloth.





MIX RATIO'S FOR SOIL PIT MIX									
Volume of top soil (L)	Volume of Wheelbarrow (L)	No. of WB	Bags Kraal Manure (KM)	Vol/Bag (L)	Volume kraalmanure (L)	WB KM (No.)	Bags of Compost (No.)	Vol. Compost (L)	WB Compost (No.)
12000	65	185	10	30	300	4.6	20	600	9.2
	Mix ratio	40				1.0			2.0

2.4 BRASS TAP

- Nurseries will have a brass tap installed on a steel stand pipe which will be attached to one of the poles. Connection to water source with 25mm dia. LDPE piping, plus fittings (15-50m).

3) EXTRA: TECHNICAL SPECIFICATIONS (IN ADDITION TO THE ABOVE STANDARD SPECS)

3.1 Nursery will not be equipped with irrigation (micro jets) for the racks. This will be separately specified for at a later stage.

3.2 There are no nearby irrigation lines that could be used as water source for the nursery. Service Provider to consult the farm manager to plan the water provisioning to the nursery

INFORMATION AND DOCUMENTATION	FOR OFFICE USE ONLY	
	YES	NO
• Annexure A fully completed.		
• Annexure B fully completed.		
• Proof of CIDB grading		
• All other necessary documents.		

ANNEXURE A:
KWAZAMOKUHLE SCHEDULE OF QUANTITIES & PRICING SCHEDULE FOR A 6 X 9M NURSERY - 2018 - PAGE 1

ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
1	**PRELIMINARY & GENERAL &SITE ESTABLISHMENT**				
1.1	Preliminary & General	Sum	1		
1.2	Site establishment	Sum	1		
2	**SITE CLEARING & LEVELING (10X10M) - EXCLUDING TANKSTAND**				
2.1	Site clearing (clear vegetation and trees of girth up to 1m	m²	875		
2.2	Remove 150mm topsoil and stockpile within 0.5km if required (35m x 25m)	m³	131		
2.3	Site Leveling (10 x 10m)	Sum	1		
2.4	Compaction of levelled area and surplus cut to Mod AASTO 90%	Sum	1		
3	**EXCAVATION AND BACKFILL (POLES)**				
3,1	**POLES -** Rates for excavation to include disposing of surplus material within 0,5km				
3.1.1	a) Number of holes for poles 400 x 400 x 650 (CCA treated posts)	No.	13		
4	**BUILDING MATERIALS**				
4.1	**Concrete/soil crete & Fencing**				
	NURSERY				
	Concrete (20MPa/13mm) for 13x400x650mm footings (1.3m³)				
4.1.1	Pockets of cement (42.5)	No.	9		
4.1.2	Concrete sand	m³	0.7		
4.1.3	Concrete stones	m³	1.0		
	FENCING				
4.1.3	Soil crete (1:6) for fence post bases	m³	5,20		
4.3	**Poles -CCA treated hardwood round poles, to SABS 457**				
	STRUCTURE & RACKS				
4.3.1	4,5 m x 75-100 mm diameter Ridge poles	No.	2		
4.3.2	3.0m x 75-100mm Eaves poles	No.	6		
4.3.3	3.9m x 75-100mm Bracing poles	No.	2		
4.3.4	3.6m x 75-100 mm diameter Rafter poles	No.	8		
4.3.5	2.1m x 100-125mm poles	No.	8		
4.3.6	2.7 m x 100-125mm poles	No.	4		
4.3.7	3.9 m x 100-125mm Centre poles	No.	1		
	FENCING				
4.3.8	2.4m x 100-125mm diameter poles	No.	30		
4.4	**Steel**				
4.4.1	250mm = 4.00mm threaded bar (Galvanized)	No.	16		
4.4.2	Hexagonal bolt (Galv)	No.	16		
4.4.3	Square washers (Galv) 40mm x 13mm x 3mm	No.	16		
4.4.4	3mm Binding wire (Galv) 11GA	m	200		
4.4.5	6" (150mm) flat round nails.	kg	2		
4.4.6	25mm staples	kg	1		
4.4.7	Hoop irons (galv) 500mm x 40mm x 2.0mm to fasten cross bars to rack legs	No.	5		
4.4.8	Pedestrian door 0.9 x 1.8m with 40mm x 2.0mm round tubing and 50 x 50mm welded mesh with hin	No.	1		
4.5	**Shade Cloth & Ground cover**				
4.5.1	40% Green or 40% Black shadecloth	m²	100		
4.5.2	Synthetic twine	m	200		
4.5.3	Fibre reinforced black plastic ground cover (Tarpaulin) 1.5mm thick minimum.	m²	100		
5	**MISCELLANEOUS**				
5.1	Hinged joint fencing: 1.2m Height, vertical wires spaced 150mm, horizontal wires- 10 starnds, spaced closer at the bottom. (100m/roll)	Roll/s	1		
5.2	Three starnds of barbed wire above the hinged joint fence 150mm apart. (845m/roll)	Rolls	6		
5.3	Ancillary Materials and Equipment	sum	1		
6	**LABOUR AND SUPERVISION**				
6.1	Labour and Supervision	Sum	1,00		
		Sub Total		**R**	
		VAT		**R**	
		Total		**R**	

ANNEXURE B: *REFERENCES*

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

No	Name of project + Period	Project description	Role (self or sub-contracted)	Project value	Name and contact number of referee
1					
2					
3					
4					
5					

ANNEXURE C1: NURSERY LOCATION AND SITE PLAN

LOCATION PLAN

SITE PLAN

ANNEXURE C: PREFERENCE POINT SYSTEM AND EVALUATION OF BIDS

1. COMPLIANCE: QUALIFYING AND DISQUALIFYING FACTORS

(i) Submission of all information and documentation as listed in the Terms of Reference or Specifications- of the bid document for this particular project. In case this project concerns one of the infrastructure types covered by the Infrastructure Service Provider (ISP) database, bidders would only have to send in updates or additions.

The following documents for the assessment of the capacity and capability are required and **non- submission will reduce the bidder's chances of appointment:**

- List of experience with similar projects or farm infrastructure in general, with references;
- Short CV's of key staff (may be contracted in);
- In the case of a Joint Venture: Official legal documentation stating the extent of the co-operation;

The following items are compulsory. Non-submission will invalidate the bidder's submission:

- In the case of **contractors**: proof of registration with the Construction Industry Development Board (CIDB) database under the category and grade required for this project (see *Table 1: Minimum required CIDB designations per type of infrastructure)*
- In case of Engineering consultants, Project Managers and other non-implementing companies: proof of registration with Consulting Engineers South Africa (CESA), Engineering Council of South Africa (ECSA) or other representative professional bodies;
- Certified Company Registration Documents;
- An original and valid Tax certificate.

(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 e.g. valid tax certificate, ZNT 30, etc.

(iii) Failure to comply with any of the requirements will invalidate your bid.

2 THE 90/10 AND 80/20 PREFERENCE POINT SYSTEM

(i) Depending on the bid value either the **80/20** (for bids up to R 1,000,000) or the **90/10** point preference point system (for bids of R 1,000,000 and more) shall be applied. Qualifying for preferential points is entirely based on the B-BBEE status of the bidder as explained below.

(ii) CALCULATION OF POINTS FOR ATTAINING THE B-BBEE STATUS LEVEL

This will be done in accordance with the "PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 05 OF 2000 AND REGULATION OF 2011".Points will be awarded to a bidder for attaining

the B-BBEE status level contributor. Below is the table illustrating points to be allocated at different levels.

B-BBEE Status Level of contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant bidder	0	0

PLEASE NOTE: Bidders are required to, together with their bids, submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status Level Verification Certificates do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process for non-compliance in this regard.

(iii) 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 HDI status.

See Tables 2 and 3 on next page for Evaluation Guidelines and Criteria respectively.

TABLE 2: GUIDELINES FOR EVALUATION

CRITERIA	GUIDELINES FOR EVALUATION
ABILITY + *Capacity*	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 or membership of professional bodies such as ECSA, CESA etc. 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.
NOTE: *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.

TABLE 3: ASSESSMENT CRITERIA FOR THE EVALUATION OF THE FUNCTIONALITY

	EVALUATION MATRIX	Points %	Score
1	• *Demonstration of competency to render the required service (e.g. CIDB registration certificates),* • *Proof of compliance with Labour legislation (enrolment of staff for Workman's compensation/UIF, Occupational Health & Safety Act).*	20 10	
2	*Demonstrable experience of the prospective service provider's engagement in similar work:* • *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(s).*	35 25	
3	*Submission of a short description of the intended implementation methodology indicating time frames to complete work.*	10	
	TOTAL	**100%**	

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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[2], 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.

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

4 DECLARATION

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

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

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

..... Name of bidder

..... Position

..... Signature

..... Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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 *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:

[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.

SBD 9

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[3] 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