



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 AFDAVIT**

QUOTATION NUMBER: R/N/1819/813	VALIDITY PERIOD OF QUOTATION.....Days (To be completed by the Supplier)
CLOSING DATE : 21/09/2018	CLOSING TIME: 11: 00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: SUPPLY, DELIVER AND ERECT ICEBOLETHU NURSURY PROJECT AT VULAMEHLO NQUTHU LOCAL MUNICIPALITY SEE ATTACHED SPEC	COMPANY NAME: Tel NO:- EMAIL : CONTACT PERSON: CSD REGISTRATION NO 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	YES/NO
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: QUOTATION FOR THE ATTENTION OF: **K.S Mnguni**

035 780 6726

QUOTATION MUST BE DEPOSITED IN THE BID BOX SITUATED AT DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, SUPPLY CHAIN MANAGEMENT IN CEDARA/ RICHARDSBAY AGRUCULTURE OFFICE IN RECEPTION

NB: THE ATTACHED SBD4 & SBD9 FORMS MUST BE COMPLETED IN FULL.

THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.

Umzi/FS18/Nursery/NQU

COMPANY NAME :

ADDRESS :

CONTACT PERSON :

CONTACT NUMBER :

FAX NUMBER :

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
Supply, deliver and erect a complete Tunnel Structures at a radius of 22km from Nquthu Agricultural Office and Approx. 50km from Dundee town. Pump of 1.1kw chemical resistant volume pump. Pump station to include 40mm inline Screen filter with discharge valve easy to clean. 40mm bacara solenoid valves (40mm valve for more volume) A Hunter irrigation computer and rele mounted inside it. Dripper system : irritec 4lt/h or 8lt/h drippers, Irritec 2lt/h dripper arrows, Flexible piping 3x5mm .						
1.	Standard Tunnel 10.5m x21m x4.1m Structure	1				
	200Micron Plastic	1				
2.	Rolls 40%shade net for overlaps	1				
3.	Flap Holding rope & pen Nylon with mild steel peg	1				
4.	Pumpstation 2valve	1				
5.	Mixing tank 2500lt	1				
6.	Overhead mist irrigation					
7.	Seedling tables	2				
* LABOUR (IF APPLICABLE)						
* DELIVERY (IF APPLICABLE)						
TOTAL						
* ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

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

When Required (Requester): 30 July 2018

Where Required (Requester): ~~TT Thabathe~~ Nquthu office

Contact details of requester: 034 -2710010/0769416408

TEL :

(COMPULSORY)

COMPANY STAMP

PRICES ARE VALID FOR

30

60

90

DAYS

Mark one Box (X)

SIGNATURE.....

DATE



agriculture
& rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

CONSTRUCTION OF A 6X3M NURSERY STRUCTURE

PROJECT SPECIFICATIONS, CONDITIONS OF CONTRACT AND PRICING & PAYMENT SCHEDULES
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June 2018

This document contains:

No.	Section	Pages
1	A - Project Particulars	2
2	B - General Conditions of Contract	3 - 13
3	C - Project Technical Specifications	13-14
4	ANNEXURE A: Bill of quantities	15
5	ANNEXURE B :Additional information	16
6	ANNEXURE C : Evaluation of Functionality	17-18
7	DRAWING 1: Standard Nursery plan	DR01
8	DRAWING 1: Standard Nursery elevations	DR02



A - PROJECT PARTICULARS

1) PROJECT DESCRIPTION / BACKGROUND

The project covers the supply, delivery, offloading of material & construction of a 6x3m Nursery structure (tick applicable box):

- one (1)✓
- two (2)
- three (3)

2) LOCATION

- Name of Nursery1: ICEBOLETHU NURSERY PROJECT
Location and road access: NQUTHU,VULAMEHLO AREA
- Name of Nursery 2: _____
Location and road access: _____
- Name of Nursery3 : _____
Location and road access: _____

For exact location see attached map(s).

3) SCOPE

The contract covers the supply of all material for the construction of a 6x3m Nursery Nursery structure .The following are the detailed scope of works for the **rehabilitation structure of dip tanks**: Details of these works are specified in *Section C: Project Technical Specifications*.

- Site establishment.
- Digging of holes and planting poles
- Supply of Poles- only pressure treated creosoted SABS approved standard poles to be used.
- Supply of shade cloth and other consumables



B - GENERAL CONDITIONS OF CONTRACT

BID DOCUMENTATION

1) COMPETENCY OF THE CONTRACTOR

This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of at least 1CE. The following minimum CIDB gradings apply:

Failure to provide the applicable CIDB registration certificate will invalidate the bid.

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. *ANNEXURE E gives the assessments criteria for the evaluation of the bid on functionality.*

2) 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.

3) COMPULSORY INFORMATION REQUIRED FROM BIDDERS

All schedules, which accompany the Bid Form, form an integral part of the Bid and must be duly completed in every detail. Failure to do so will render the Bid ineligible for consideration. The Bidder must submit his Bid with **all pages of the Bid document initialled**. Failure to initial each page may result in the Bid being disregarded. The Bidder must retain for his own use a copy of the Specification and all Schedules submitted.

4) ALTERATIONS TO BID DOCUMENTS

No unauthorized alteration or addition shall be made to the Form of Tender, to the Schedule of Quantities or to any other portion of the original text in the Bid Documents. If any alteration or addition is made, or if the Schedule of Quantities is not properly completed, the Bid may be rejected.

Any amendment or correction in the Bid document of the Tendered amount/sum/rate or other entry must be affected only by deleting the incorrect entry and writing the correct amount/sum/rate just above it in INK. Each and every amendment/correction must be initialled by the signatory of the Bidder. The use of "TIPPEX" or any other similar substances to make corrections and/or alterations ANYWHERE in the Bid document is NOT permitted and any Bid altered/amended in such a manner may be declared invalid or disregarded.

5) 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, the Bidder must describe the full details of such qualification or variation on the appropriate form (See SBD: Section M). Should there be insufficient space to fully describe the nature and details of the qualification or variations



on the prescribed form (Section M of the SBD) then the details of the qualification or variation must be set out on separate sheets of paper which must be securely attached to the prescribed form and which must be referred to on the prescribed form (SBD: Section M). If subsequently required, the Bidder shall submit fully detailed plans and calculations of the variations or alternative bids in the form requested by the Department.

6) 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 including concrete blocks, lintels, damp proofing, plumbing and drainage materials, steel structure, windows, doors, paints etc... 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:

INDEX STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES

1	EARTHWORKS	3
2	CONCRETE, FORMWORK AND REINFORCEMENT	3
3	BLOCK AND BRICKWORK	6

7) VALIDITY PERIOD FOR BID

Bids shall remain valid for a period of 90 days from date of the closing of the Bid.

SITE CONDITIONS AND FACILITIES AVAILABLE:

8) COMPULSORY PRE-BID BRIEFING MEETING

A compulsory pre-Bid 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. (See attached Compulsory site inspection certificate to be completed) The date and time of the meeting will be published in the Bid Advertisement.

9) 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 for the administration, control and security on the site at all times during the contract duration.

10) WATER AND POWER

There is 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 tendered amount.

11) 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 land owners. No persons other than a night watchman may sleep in the camp, without the approval of the local participants and Chairperson.

12) 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.

13) LOCAL LABOUR

Unskilled labour may be available from the project participants or local community. The Contractor and the Departmental representative (local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour, provided that at least official gazetted minimum wages for that area be paid. Nobody besides those directly involved with the project (i.e.: the Contractors 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 any and all labour used for the contract duration.

14) 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.

15) MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITIES

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 and plant etc. until the completed works are handed over and has been officially accepted by the Department.

16) 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 own cost any damage caused by him or his staff to existing infrastructure.

17) 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, paving, 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.

18) 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.

19) 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 on the basis of inclement weather.

20) INSPECTION OF WORK

The Head of Department or his 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 his 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 unsound or imperfect materials or with unskilled or imperfect workmanship, the Engineer will notify the Contractor who 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.

- The engineer must inspect and approve all reinforcement prior to pouring any concrete.

21) NOTICE OF COVERING WORK

The Contractor shall give due notice to the Head of Department or his 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.

22) 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 Engineer.

23) SUB-CONTRACTED WORK

The Contractor shall **not sub-contract the whole** of the contract. In case the Contractor decides to subcontract part of the work he shall obtain written consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be fully liable for the acts, defaults and neglects of any sub-contractor, his agent or employees. The Contractor remains fully responsible and accountable for all aspects of the work (quality, timorousness and budget).

24) VARIATIONS / 'AS BUILT' DETAILS

No variations or alterations may be made without the prior approval of the Regional Engineer. 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 first be authorized in writing by the Regional Engineer. Refer to Clause 41: Ancillary Materials, Services And Equipment.

25) VERIFICATION OF EXPERIENCE

The Bidder will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess the capacity of the Bidder. The Bidder shall provide such information in **Annexure C - Additional Information**. The Bidder must have extensive experience with dip tanks and/or reinforced concrete work and will provide proof of this work experience which will be subject to verification by the Departmental Engineer or his delegated representative.

26) EQUIPMENT & RESOURCES

The Bid shall in **Annexure C - Additional Information** and by way of supplementary information satisfy the Department that sufficient equipment is possessed to execute the services or an indication shall be given as to the manner in which such equipment would be sourced. Should the Bidder not be able to prove possession of or ability to access sufficient equipment, the Bid will be wholly disqualified. The Department reserves the right to investigate the existence and/or proposed sourcing of equipment.

27) LABOUR CAPACITY

The Bidder 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 his Representative any person employed by the Contractor misconducts himself 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 his Representative shall at once remove such person from the site.

PRELIMINARY CONDITIONS

28) 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, and he shall pay and indemnify the Employer against any fees or charges demandable by law there under in respect of the Works.

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 aforesaid shall be deemed a variation and dealt with as such.

29) INSURANCES

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 workers.
- 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%.

GENERAL CONDITIONS

30) 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.

31) 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 Bid the Bidder acknowledges and agrees that, should this Bid be accepted, the Bidder, 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 will ensure that all Works to be performed or machinery and plant to be used in the Works will be in accordance with the provisions of such regulations. The Bidder 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**.

33) 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.

34) DISAGREEMENTS

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.

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.

PRICING AND PAYMENT STRUCTURES

35) FIXED PRICE CONTRACT

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

36) PRICING

The Bidders will be required to Bid for all services, products and commissioning as specified in this document and associated plans. Partial bids will not be accepted. **If a Bidder does not Bid on all items, his/her Bid may be rejected.**

All prices tendered are to be in South African currency. All prices must **exclude** Vat. Vat must be added in the pricing summary.

- All items as described in the project specification are to be priced in full.
- Prices to exclude VAT.
- The costs for labour must be included in the rates/amounts tendered for the work. Wages will be at least the minimum gazetted wages for that area during the period the work is done.
- Transport/Delivery costs must be included in the pricing. It must not be a separate item.



- VAT must be filled in as the sub total followed by the complete price for the entire project.
- The tendered price must have your company stamp, date and be signed by an authorised person.

37) QUANTITIES OF WORK

The Contractor shall receive payment only for the works actually executed and approved by the Engineer. No claim for an extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Head of Department. Such a variation will be dealt with under item 9: Ancillary Materials, Services and Equipment only if the variation has an additional cost implication. No objection to the description or terms of the Order in writing will be entertained unless lodged in writing with the Head of Department within twenty-one (21) calendar days of the date of the order.

38) PROGRESS PAYMENTS

- .1 The contractor may submit claims for progress payments only on completion of the hereunder listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed, fitted or built up.
- .2 If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- .3 The contractor shall be paid in up to a maximum of five (2) instalments. Verification of the % complete will be at the sole discretion of the Engineer.
- .4 ANNEXURE F presents a **pro forma payment certificate**. This will be used in conjunction with ANNEXURE B (Work phase schedule). The latter provides an approximate maximum to prevent over-payment of items that have been clearly over-priced.
- .5 Part payments will be made after the Department has approved the completion of each construction phase, in accordance with the retention clause (see Clause 39 below). The penultimate payment occurs after practical works completion. The final payment will be made after the 90 day retention period when the contractor has dealt with all defects.
- .6 If this contract involves the rehabilitation of more than one diptank, additional payments can be agreed upon and will be reflected in the Service Level Agreement.

39) RETENTION

A 10% retention will be withheld, the Department will pay out this retention as the fifth payment at final completion after expiry of the defect liability period (90 days after practical completion), the bidder having eliminated all defects, if any. **See also ANNEXURE B: Work Phase Schedule for a Rehabilitation of Existing Diptank.**

40) DEFECT LIABILITY PERIOD

The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of three (3) months. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting



contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

41) ANCILLARY MATERIALS, SERVICES AND EQUIPMENT

An amount of 10% of the sub-total has been set aside in *ANNEXURE D: Pricing Schedule* (item # 9) as Contingencies to cover any unforeseen expenditure not provided for in the Schedule of Quantities and which could occur due to project specific circumstances. If such a situation were to occur according to the contractor, he will notify the Engineer and seek his approval for expenditure against this item. Provided that approval was given, the contractor will be paid proven expenditure, plus the tendered mark up.

42) SERVICE LEVEL AGREEMENT

The successful Bidder and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of work must be provided by the contractor for the approval of the Engineer within 2 (two) weeks of receiving notification of a successful bid.

43) COMMENCEMENT OF THE WORKS

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. If this contract entails the rehabilitation of more than one dip tank, work on more than one site should commence simultaneously. The site(s) will be handed back after practical completion. Site establishment must start **within one week**, and the actual works **within one week** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint one of the other contractors that have works.

44) COMPLETION OF THE WORKS

Practical completion of the work must be within the time stipulated under “Special Conditions”.

45) RATE OF PROGRESS

The Works shall be completed within the time period indicated on the official order form. If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by another causes beyond the Contractor’s control then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause. The date of completion will be extended only to the extent approved by the Department.

Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded.



When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

46) TIME TO BE OF THE ESSENCE

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

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

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

47) WORK SCHEDULE & PROGRESS PAYMENTS

The contractor is to supply a Gantt chart with the proposed times of completion. of each phase. The 5 progress payments suggested in **ANNEXURE B** serve as a guideline for part payments. However, the contractor, in consultation with the Engineer, may deviate from this as long as the claim does not exceed the actual progress made.

SPECIAL CONDITIONS

48) PERIOD OF COMPLETION

The project is to be completed **within four weeks of award of Bid**, provided that the order was received within two weeks after award of the Bid. In case of the rehabilitation of more than one dip tank, an extended period could be agreed upon, which will be part of the Implementation plan/Work schedule as drawn up by the contractor before commencement of the works and included in the Service Level Agreement.

49) PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

If the contractor does not complete the work **within the time stipulated** and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value. Refer also to the breach of contract and penalty clauses in ZNT 6, condition 4, section B.

In addition: Penalties for late completion may be deducted up to a maximum of **0.05% of the contract value** of the number of diptanks delayed per/working day delay.



C) PROJECT TECHNICAL SPECIFICATIONS

1) CONTRACT SCOPE

Rehabilitation of the number of existing dip tanks as indicated in Section A: Project Particulars, clause 1. This is also the number of Pricing Schedules that has to be completed under ANNEXURE D (PRICING SCHEDULE), *i.e.* although 4 pages are included in ANNEXURE D, in most cases only one will have to be actually completed.

- a. Supply and delivery all materials required for the rehabilitation.
- b. Emptying of dip tank, removal of all debris and high pressure cleaning.
- c. Casting of any required concrete works.
- d. Digging holes for the pole work, planting, aligning the poles to form the crush, bypass and kraal, bracing of the poles as per plan and fitting of neck clamp. Backfilling and compacting the soil around the poles.
- e. Clearing the sites of all rubble, spreading the excess soil from the pit and clear site of all excess material.

2) PRELIMINARIES AND GENERAL

The contractor is to note that all insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractors responsibility and attention throughout the contract duration until handover of the project. Please also refer to general conditions of contract. The Department reserves the right to stop progress of the works until these conditions are complied with.

3) EARTHWORKS AND SITE PREPARATIONS

Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.

- Site preparations & establishment: **SABS 1200 AA (4)**
 - Setting out of works: **SABS 1200 AA (5.1.1)**
 - Permissible deviations: **SABS 1200 GA (6.4)** Degree of accuracy II for all bases.
 - Restricted Excavations: **SABS 1200 AA (5); SABS 1200 DA (5.1; 5.2.2)**
- .1 The site(s) must be cleared and stripped of all plant materials, roots and topsoil.
 - .2 The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled/replaced once all construction is complete.
 - .3 The site(s) is/are to be levelled prior to any required concrete construction.

4) MATERIALS AND CONSTRUCTION

All materials must conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to Cement & Concrete Institute standards and recommendations. Steel shuttering must be used. Only a maximum of 500 mm of casting will be allowed and a minimum of 3 days will be allowed for curing before shuttering can be removed. Adequate support must be provided for shuttering to prevent buckling, twisting and bulging.



5) SAFETY PRECAUTIONS ON SITE DURING CONSTRUCTION

- .1 One 5kg ozone friendly fire extinguisher and 1 fully fitted 1st aid box is to be available at all times.
- .2 All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; false work and bracing; ladders etc... all equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate.
- .3 Refer to general conditions for site safety as included in the regulations of the ***Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)***. Site operations and conditions requiring special attention include but are not limited to:
 - Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
 - Lifting and lowering of materials or personnel in any way whatsoever.
 - Personnel access and operations at raised levels or on raised platforms or scaffolding.
 - Excavation works and holes are to be clearly indicated to prevent injury to personnel.
 - Potential ingress of water on/through the site.
 - Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc...
 - Chemical transport, storage and usage whatsoever - this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete...
 - Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
 - Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
 - 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.
 - Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.

8 TOILET FACILITIES

- .1 Contractor to provide his own toilet facilities in compliance with the ***Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)***.

**ANNEXURE A : BILL OF QUANTITIES**

BILL OF QUANTITIES 6M x 3M SEEDLING NURSERY JULY 2018					
		UNIT	NO.	RATE	AMOUNT
A	POLES (ALL TIMBER SABS APPROVED & CCA TREATED)				
1	3.0m x 75-100mm (Roof cross bars & posts)	No.	10		
2	2.7m x 75-100mm (Corner braces)	No.	4		
3	2.4m x 75-100mm Rack legs & cross bars 1.2m, Gate brace 950mm	No.	5		
B	STEEL				
4	Bracing strap. Roll of 10m x 30mm x 1mm (galv.)	No.	1		
5	Galvanised Steel Semi Clout Nails 40 x 3mm. Packet of 200g	No.	2		
6	25mm x 2.4mm staples - 250g	kg	0,4		
7	High tensile wire 16ga (1.3mm) <150m>	kg	1,5		
8	Pedestrian door 0.9 x 1.8m with 40mm x 1.6mm round tubing and 50 x 50mm weldmesh with hinged eye bolts (12mm)	No.	1		
C	SHADECLOTH				
9	Shade cloth 40% roll of 25m x 3.0m wide	No.	1		
10	Synthetic (lacing) twine 2.5mm	m	100		
D	CONSUMABLES ¹				
11	Seedling trays (polystyrene, 200 cells)	No.	20		
12	Seedling compost. Bags of 30L	No.	5		
E	MISCELLANEOUS				
13	Transport of materials	Sum	1		
14	Labour & Supervision (Include disbursements)	Sum	1		
SUB TOTAL				R	
15	CONTINGENCIES 10% OF SUBTOTAL			R	
SUBTOTAL EX VAT				R	
16	VAT 15%			R	
TOTAL				R	

**ANNEXURE B : Additional Information**

- Failure to provide the information required below will make it impossible to score enough points to pass the functionality assessment the bid in terms of ANNEXURE C.
- Use additional pages if the space offered below does not suffice.

1. EQUIPMENT & RESOURCES

Provide an indication of the equipment & resources which will be utilised to execute the services required.

#	EQUIPMENT & RESOURCES INTENDED TO BE USED TO IMPLEMENT THE WORKS	OWNED/HIRED/LEASED?
1		
2		
3		
4		
5		

2. EXPERIENCE

Please indicate your experience and expertise by completing the table. All Contractors need to prove that they have done dip tanks or similar work, i.e reinforced concrete works, in order to be considered.

#	NAME OF PROJECT + PERIOD	PROJECT DESCRIPTION <i>with particular reference to reinforced concrete applications</i>	ROLE (SELF OR SUB-CONTRACTED)	PROJECT VALUE	NAME AND CONTACT NUMBER OF REFEREE
1					
2					
3					
4					
5					

3. SUB CONTRACTED WORKS

Please list which parts of the works for this Bid will be sub-contracted.

#	Sub Contractor	Associated works	Percentage
1			
2			
3			
4			
5			

**ANNEXURE C: EVALUATION OF BIDS(FUNCTIONALITY)**

CRITERIA	GUIDELINES FOR EVALUATION
ABILITY ➤ Capacity	➤ Access to equipment and resources to carry out the works 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. ➤ 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 60%** 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 (CTD ON NEXT PAGE)	Points %	Score
>> DEMONSTRATION OF COMPETENCY TO RENDER THE REQUIRED SERVICE		[20]
A) <u>Submission of CIDB Registration Certificates</u>		20
1. Contractor has submitted a CIDB registration certificate with a grading that exceeds the minimum required grading as per table in Section B, Clause 1.		20
2. Contractor's registration has submitted a CIDB registration certificate with the minimum required grading as per table in Section B, Clause 1, plus has a registration pending for a grading that exceeds the minimum required one.		18
3. Contractor has submitted a CIDB registration certificate with the minimum required grading as per table in Section B, Clause 1.		16
4. Contractor has submitted a CIDB registration certificate with the minimum required grading as per table in Section B, Clause 1, but the registration has expired less than 3 months ago.		12
5. Contractor has submitted a CIDB registration certificate with the minimum required grading as per table in Section B, Clause 1, but the registration has expired more than 3 months ago.		8
<i>To be continued on next page >>>>></i>		



EVALUATION MATRIX (CTD)		Points % Score
	>> DEMONSTRABLE EXPERIENCE OF THE PROSPECTIVE SERVICE PROVIDER'S ENGAGEMENT IN SIMILAR WORK:	[70]
	B) <u>Verifiable experience (e.g. CIDB assessments/reference letters) with diptank construction and/or reinforced concrete work as listed under ANNEXURE C2, AND/OR completion to the full satisfaction of the Dept of 1 or more dip tanks</u>	50
	1. 2 dip tanks or more, plus other reinforced concrete works > 10 m ³	50
	2. 2 dip tanks or more, no projects with reinforced concrete works > 10m ³	45
	3. 1 dip tank, plus 2 or more projects with reinforced concrete works > 10m ³	40
	4. 1 dip tank only, no other projects with reinforced concrete works > 10m ³	35
2	5. 2 or more projects with reinforced concrete works > 10 m ³	30
	6. 1 project with reinforced concrete works > 10 m ³	25
	7. Two or more projects with reinforced concrete works ≤ 10 m ³	20
	8. One project with reinforced concrete works ≤ 10 m ³	15
	C) <u>Ownership & Use of Equipment and resources (ANNEXURE C1)</u>	20
	1. Contractor lists all crucial equipment & resources and owns all	20
	2. Contractor lists all crucial equipment & resources, owns some & hires some	16
	3. Contractor lists all crucial equipment & resources and hires all	12
	4. Contractor lists some crucial equipment & resources and owns all	8
	5. Contractor lists some crucial equipment & resources, owns some & hires	4
	>> SUBMISSION OF A SHORT DESCRIPTION OF THE INTENDED IMPLEMENTATION METHODOLOGY INDICATING TIME FRAMES TO COMPLETE THE WORKS.	[10]
3	1. Implementation methodology has been submitted with original bid and methods and time frame are realistic.	10
	2. Implementation methodology plan has been submitted with original bid, but methods and time frame are unrealistic or show lack of capability.	6
	3. Implementation methodology was only submitted after a follow up request.	4
	4. Implementation methodology plan was not submitted.	n/a
TOTAL		100%

NOTES

- 1) SHADECLOTH TO BE 40% DENSITY DARK (PINE) OR LIGHT GREEN
- 2) SHADE CLOTH TO BE ATTACHED TO A BINDING WIRE ATTACHED TO THE POSTS AND RUNNING 300MM UNDERGROUND. WIRE TO RUN INSIDE A SEAM OF SHADE CLOTH MATERIAL. FOLDED DOUBLE OVER A LENGTH OF 50 MM AND WOVEN WITH TWINE.
- 3) SHADE CLOTH LANES TO BE STITCHED TOGETHER WITH TWINE AND ATTACHED TO WIRE ROOF CROSS BRACING AND TIE LINES.

REVISIONS	
NO	DESCRIPTION

KZN DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT



ENGINEERING SERVICES

6 PINDAK AVENUE / PRIVATE BAG 34656
HILTON / 3265 / PHONE: 033-3438300
FAX: 0333438443

CHECKED FOR KZN BOARD

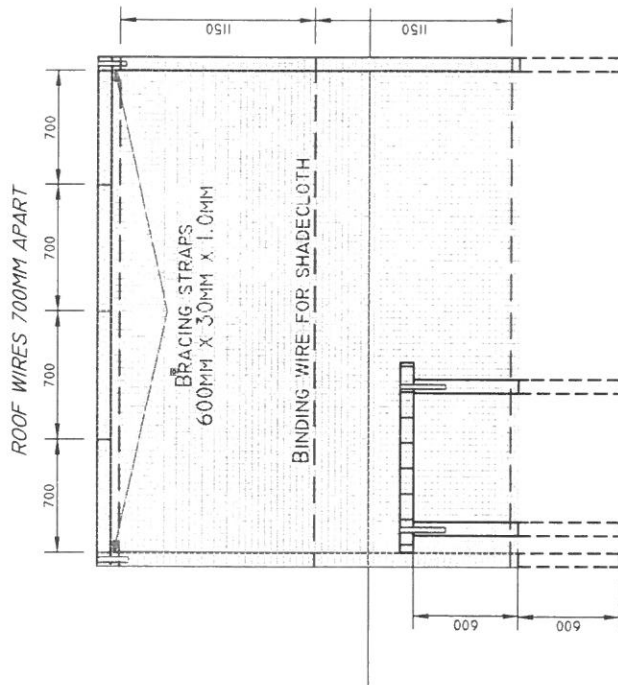
PROJECT ENGINEER DATE

CLIENT

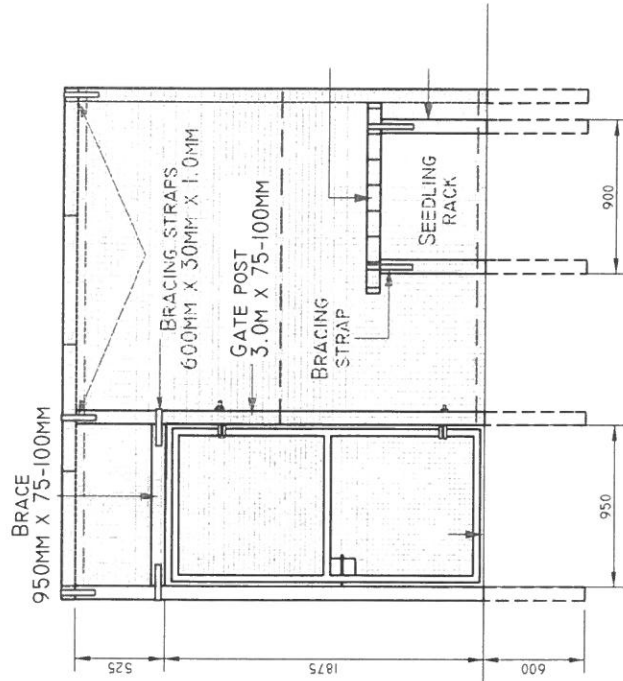
DRAWING 1
SEEDLING NURSERY
6 X 3M
FRONT & BACK ELEVATIONS

USE: PROCUREMENT

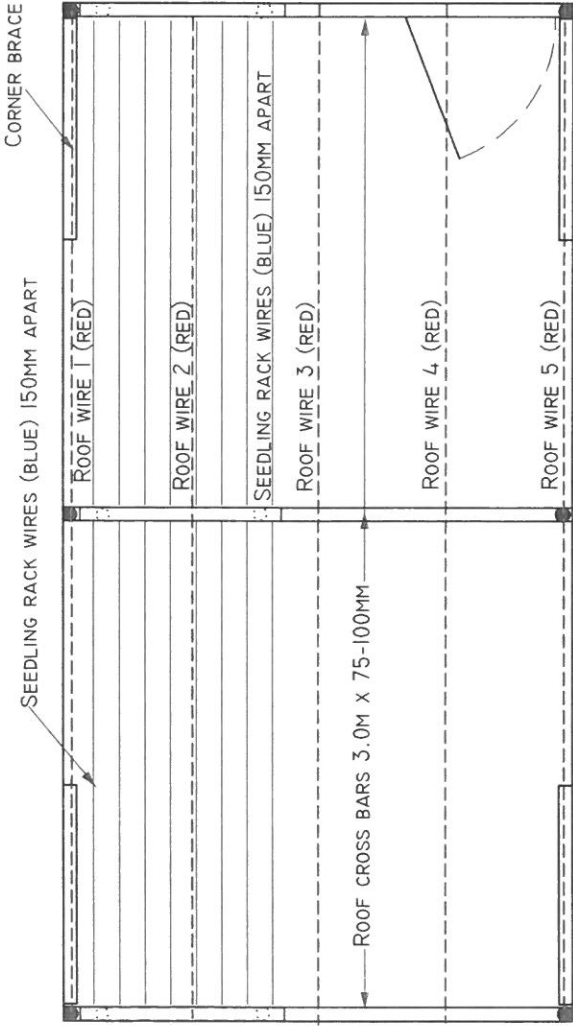
DRAWN	R. DE NEEF	SURVEYED
DATE	25/02/2018	DESIGNED
SCALE	1 : 30 (AS)	CHECKED
DRAWING REFERENCE	INITIALS	YEAR
	RDN	2018



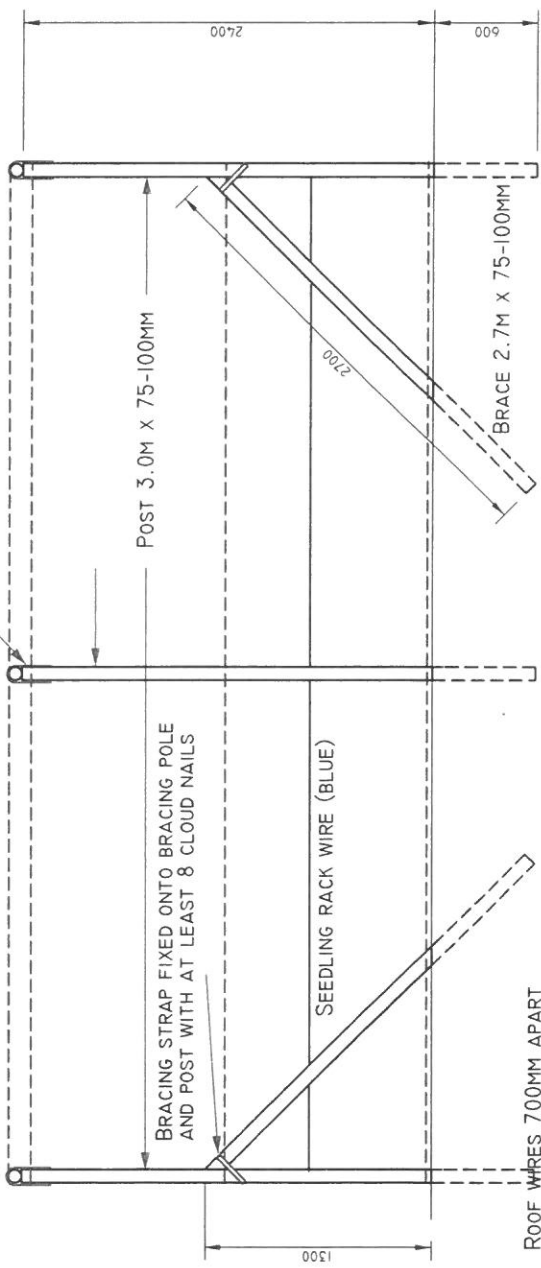
ELEVATION - FRONT



ELEVATION - BACK



TOP VIEW
(SHADECLOTH NOT SHOWN)



SIDE ELEVATIONS
(SHADECLOTH NOT SHOWN)

BILL OF QUANTITIES

- POLES (ALL TIMBER CCA TREATED)
- 1) POLES CCA TREATED 10 x 3.0M x 75-100MM (CROSS BARS & POSTS)
 - 2) POLES CCA TREATED 4 x 2.7M x 75-100MM (BRACES)
 - 3) POLES CCA TREATED 5 x 2.4M x 75-100MM RACK CROSS BARS & LEGS, GATE BRACE (1.2M)
- STEEL
- 4) BRACING STRAP. ROLL OF 10M x 30MM x 1MM (GALV.)
 - 5) GALVANISED STEEL SEMI CLOUD NAILS 4.0 x 3MM (4.00G)
 - 6) 25MM STAPLES - 250G
 - 7) HIGH TENSILE WIRE 16GA (1.3MM) <150M>
 - 8) IX PEDESTRIAN DOOR 0.9 x 1.8M WITH 4.0MM x 2.0MM ROUND TUBING AND 50 x 50MM WELDMESH WITH HINGED EYE BOLTS
- SHADECLOTH
- 9) SHADECLOTH 40% ROLL OF 30M x 3.0M WIDE
 - 10) 100M OF SYNTHETIC TWINE
 - 11) CABLE TIES 200MM. PACKETS OF 100 <2>

NOTES

- 1) SHADECLOTH TO BE 40% DENSITY DARK (PINE) OR LIGHT GREEN
- 2) SHADE CLOTH TO BE ATTACHED TO A BINDING WIRE ATTACHED TO THE POSTS AND RUNNING 300MM UNDERGROUND. WIRE TO RUN INSIDE A SEAM OF SHADE CLOTH MATERIAL FOLDED DOUBLE OVER A LENGTH OF 50 MM AND WOVEN WITH TWINE.
- 3) SHADE CLOTH LANES TO BE STITCHED TOGETHER WITH TWINE AND ATTACHED TO WIRE ROOF CROSS BRACING AND THE LINES.

REVISIONS		
No	DATE	BY

KZN DEPARTMENT
OF AGRICULTURE &
RURAL DEVELOPMENT



ENGINEERING SERVICES
4 PINDAK AVENUE / PRIVATE BAG X4005
HILTON / 3245 / PHONE: 033-348300
FAX: 0333436443

CHECKED FOR KZN/DARD _____ DATE _____
PR. ENGINEER _____ DATE _____

DRAWING 2
SEEDLING NURSERY
6 X 3M
TOP & SIDE ELEVATION

USE, PROCUREMENT			
DRAWN	R. DE NEEF	SURVEYED	
DATE	25/02/2018	DESIGNED	
SCALE	1 : 30 (A3)	CHECKED	
DRAWING INITIALS	YEAR	REG. NO.	CAT.
REFERENCE	2018	0101	UR

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, 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 and/or take an oath declaring his/her interest, 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, shareholder etc):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:

* "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.

2.7 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 / shareholder/ member:
Name of state institution to which the person is connected:
Position occupied in the state institution:

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

2.8 Did you or your spouse, or any of the company's directors / 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 the 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 /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:

.....
.....
.....

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY 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

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

SECTION J

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:

Quotation 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: