



## agriculture & rural development

Department:  
Agriculture and 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 BBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/N/1819/713	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 14/08/ 2018	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED:  <b>Refurbishment of 2 broiler units and supply 3000 broiler chicks , supply of poultry feeds, bales of sawdust and vaccines at Dongolwethu Big 5 Hlabisa</b>	COMPANY NAME:  TEL NO: FAX NO:  CONTACT PERSON:  <b>CSD REG NUMBER MAAA.....</b>
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R .....
COMPANY OFFICIAL STAMP (COMPULSORY)	..... SIGNATURE OF BIDDER  ..... DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER	.....( Supplier to complete)

**NB: Quotation for the attention of : Mrs N Mlaba**

**Tel : Contact no: 033 343 8186**

**Quotation must be deposited in the bid box situated at Department of Agriculture and Rural**

**NB:**

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

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	
1.	Refurbishment of two broiler units at Dongalwethu Big 5 Hlabisa as per attached specification.	2 units			
2.	Supply of vaccinated broiler chicks	3000			
3.	Supply and deliver chicken feeds As per specification	216x 50 bags			
4.	Bales of saw dust	12 bales			
5.	Vaccines as per specification				
* LABOUR (IF APPLICABLE)					
*DELIVERY (IF APPLICABLE)					
<b>TOTAL</b>					
<b>*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT</b>					
<b>TOTAL PRICE</b>					

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

When Required (Requester): 23 August 2018

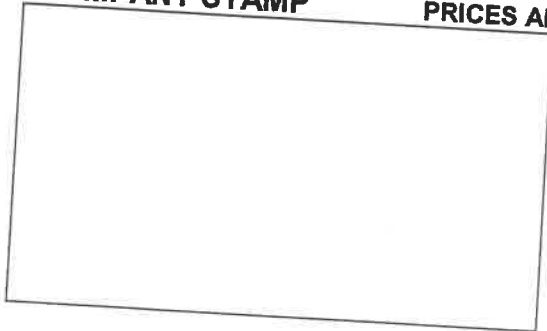
Where Required (Requester): Big 5 Hlabisa Dongalwethu

Contact details of requester: K.G.Mathe 0824526982/035 8381044

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

Renovation of two Poultry houses in Hluhluwe Area  
Project Name: Dongolwethu Poultry

This documents contains:

<b>No.</b>	<b>Section</b>	<b>Page(s)</b>	<b>Action</b>
1	A - Project Particulars	2	Read
2	B - General Conditions of Contract	2 - 10	Read
3	C - Project Technical Specifications	10 - 12	Read
4	<b>ANNEXURE A: Pricing Summary</b>	<b>13 -14</b>	<b>Complete</b>
5	ANNEXURE B : Payment Schedule	15	Read
6	<b>ANNEXURE C : Additional Information</b>	<b>15-17</b>	<b>Complete</b>

## A) PROJECT PARTICULARS

### 1) PROJECT DESCRIPTION / BACKGROUND:

The contract covers the supply of all materials and fittings to renovate 2X1500 Bird unit (36m X 5.2m) broiler houses. Documents to accompany this bid specification are listed on the cover page.

### 2) LOCATION

District: Umkhanyakude

Local Municipality: Big 5/ Hlabisa

The site is situated near Hluhluwe at approximately 35 km to the South of Hluhluwe town.

### 3) SCOPE OF WORKS

The contract covers the supply of all materials and fittings for the renovation of all works relating to two broiler units and supply of poultry inputs. Details of these works are specified in **Section C: Project Technical Specifications**.

- 3.1) Supply all the Specified materials to renovate the houses.
- 3.2) Supply and install new doors according to the specification.
- 3.3) Supply and install curtains and curtain envelopes.
- 3.4) Supply and install welded mesh / Not chicken mesh.
- 3.5) Fix concrete apron around the buildings.
- 3.6) Floors in all the houses to be cleaned using high pressure cleaners; chisel out any loose concrete between the floor and the walls, apply concrete topping to get the required slope in the houses (1%).
- 3.7) Replace wooden door frames for four doors.
- 3.8) Seal all the gaps between the poles and the wall with mortar.
- 3.9) all cracks in the walls of the structures to be filled with polyfilla or similar product
- 3.10) Fix/patch Plaster walls from inside and paint using white specified paint.
- 3.11) Replace gutters and down pipes.
- 3.12) Supply input: Poultry equipment's, chicks and feed.

## BID DOCUMENTATION:

### 1) SPECIAL REQUIREMENTS FOR THIS PROJECT

- 1.1 It is important to note that the supplied bill of quantity is merely a guide and may not include all the items/materials required to renovate the poultry house.
- 1.2 It is suggested that the attached documents be priced with the knowledge that the supplied Specifications may have to be adjusted after the project has been visited.
- 1.3 The onus is on the service provider to ensure that the shed is renovated to an acceptable norms and standards set for construction as laid out in the technical specification. **Section C**
- 1.4 An amount of R20000 excluding VAT has been allocated for the purpose of any auxiliary support structures or work and for any material that may have been omitted but is required to implement the project. As there may be surplus material due to possible adjustments in the specification, it is expected that these items will be credited prior to the use of this amount. Please note that any works or material purchase must be motivated for and is for the written approval of the Departmental Engineer. This amount is for reimbursement for additional works only and is based on supporting documentation including original supplier's invoices which must be

supplied to substantiate the claims (maximum 10% markup 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.

## **B) GENERAL CONDITIONS OF CONTRACT**

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

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

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

If the Bidder chooses to suggest alternatives in his bid proposal, these should be *at least* be of equal standards to the original specifications. All materials used must be SABS approved. In the case of variations being suggested, Section K of Bid form ZNT 1 will have to be completed.

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

For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here: **SABS 1200 AA - 1986** (General - Small Works), **SABS 1200 DA - 1988** (Earthworks - Small Works) and **SABS 1200GA - 1982** (Concrete - Small Works). All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer.

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

Quotes shall remain valid for a period of 30 days after the closing day for the quote. Bids will remain valid for a period of 90 days from date of the closing of the Bid. However, in both cases prices are assumed to be firm for the entire period of the project (see also clause 33).

### **SITE CONDITIONS AND FACILITIES AVAILABLE:**

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

A compulsory pre-quote/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 quote/bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

### **6) HANDOVER OF SITE TO CONTRACTOR**

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

### **7) WATER AND POWER**

There is power (electricity) and piped water available on site. The Contractor might be able to these services by liaising with the farmer.

#### **8) LOCATION OF CAMP**

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

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

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

#### **10) LOCAL LABOUR**

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

#### **11) SECURITY & RISK**

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

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

The approved contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site. All equipment, materials and plant stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and has been officially accepted by the Department.

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

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

#### **14) DAMAGE TO PROPERTY**

If the Contractor or his workmen while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Employer, or any private property including: buildings, pavings, roads, fences, walls or grounds contiguous to the premises of the Employer on which he or they may be employed, the Contractor will be required to make good, in a perfect and workmanlike manner, at own expense all damage to the approval of the Employer. The Completion Certificate will not be issued until the Employer is satisfied that all necessary remedial work has been satisfactorily completed.

The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

#### **15) UNDERGROUND CABLES AND PIPES**

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

#### **16) DAILY RAINFALL RECORDS**

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

#### **INSPECTIONS:**

##### **17) 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 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.

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

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

#### **COMPETENCY OF THE CONTRACTOR:**

**19) This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of at least 2CE. 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 nonregistration by the contractor quoting/bidding for the work.** The Department reserves itself the right to disqualify any quote/bid in the event of substantial unsatisfactory reports being obtained about the proponent of such a quote/bid.

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

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

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

**The contractor shall not sub-contract the entire contract.** The contractor must indicate in **Annexure C2 – Additional Information: Subcontracted works** which part(s), if any, (s)he intends to subcontract. In case the contractor decides to subcontract part of the work (s)he shall obtain written consent of the Engineer, which shall not be unreasonably withheld. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

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

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

## **23) VERIFICATION OF EXPERIENCE**

The proponent of a bid/quote will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess his/her capacity. He/She shall provide such information in **Annexure C3 – Additional Information: Experience**.

## **24) EQUIPMENT & RESOURCES**

The proponent of a bid/quote shall in **Annexure C1 – Additional Information: Equipment and Resources** 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 (s)he not be able to prove possession of or ability to access sufficient equipment, the Bid/quote will be wholly disqualified. The Department reserves the right to investigate the existence and/or proposed sourcing of equipment.

## **25) LABOUR CAPACITY**

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

## **PRELIMINARY CONDITIONS:**



## **26) 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 thereunder in respect of the Works provided that the said fees and charges, if not expressly included in the Contract Sum or stated by way of Provisional Sum shall be added to the Contract Sum and be payable to the Contractor accordingly. The Contractor before making any variation from the 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.

## **27) INSURANCE**

All accepted approved contractors would be required to provide the following insurance's 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%.

## **28) 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.

## **29) 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/Quote the proponent acknowledges and agrees that, should this Bid/quote be accepted, (s)he is an employer in his own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 and amendments thereto and the corresponding Construction Regulations 2003 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.

(S)he also agrees that he is aware and 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**.

### **30) INJURY TO PERSONS**

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

### **31) DISAGREEMENTS**

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

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

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

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

### **PRICING AND PAYMENT STRUCTURES:**

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

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

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

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

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

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

### **35) PROGRESS PAYMENTS**

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

The contractor shall be paid in up to a maximum of three installments. Refer to **ANNEXURE B: Payment Schedule** for the values of each phase. These values shall be adhered to during the payment process. Part payments will be made after the Department has approved the completion of each construction phase, in accordance with the retention clause (see 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, if any.

### **36) RETENTION**

A 15% retention will be withheld on payment for each of the first two construction phases. The Department will pay out two-thirds of this retention, or 10% of the bid 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. See *ANNEXURE B: Payment Schedule* for details.

### **37) DEFECT LIABILITY PERIOD**

An amount of 5% of the contract value for the works will be withheld as defect liability retention. This amount is included in the 15% retention. 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.

### **38) CONTINGENCIES**

Contingencies will only be available to the service provider for unforeseen additional expenditure not covered in the contract due to circumstances that have occurred after commencement of the works. Any contingency must be agreed upon in writing with motivation indicating the cost implications. This must be agreed between the Contractor and the Engineer in writing before the commencement of any procurement of the required goods or services. The total bid price/quote will **not** include any contingency amount.

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

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

a successful bid. A required payment schedule will be made in accordance with % works complete (based on installation/work completed on site). Verification of the % complete will be at the sole discretion of the Engineer.

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

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. The site will be handed back after practical completion. The actual works will start **within two weeks** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within two 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 Bid for the works.

#### **41) 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 any other causes beyond the Contractor's control then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.

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

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

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

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

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

In relation to the foregoing provisions the Department shall charge any sums of money 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.

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

The contractor is to supply a Gantt chart with the proposed times of completion of each phase and associated progress payment request for the project. At least three (3) progress payments are suggested at any of the stages as detailed in **Annexure B**.

**44) PERIOD OF COMPLETION**

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

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

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

The Engineer may decide to deduct a penalty for late completion of up to **R100/working day delay**.

## C) PROJECT TECHNICAL SPECIFICATIONS

### 1) SCOPE OF WORKS

The works include, but are not necessary restricted to, the following activities:

- 3.1) Supply all the Specified materials to renovate the houses.
- Supply and install new doors according to the specification.
- Supply and install curtains and curtain envelopes.
- Supply and install welded mesh / Not chicken mesh.
- Fix concrete apron around the buildings.
- Floors in all the houses to be cleaned using high pressure cleaners; chisel out any loose concrete between the floor and the walls, apply concrete topping to get the required slope in the houses (1%).
- Replace wooden door frames for four doors.
- Seal all the gaps between the poles and the wall with mortar.
- All cracks in the walls of the structures to be filled with polyfilla or similar product
- Fix/patch plastered walls from inside.
- Replace gutters and down pipes.
- Supply input: Poultry equipment's, chicks and feed.

### 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 contractor's responsibility and attention throughout the contract duration until handover of the project. The Department reserves the right to stop progress of the works in case of noncompliance until these conditions are complied with.

### 3) MATERIALS AND CONSTRUCTION

All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as curtains, doors, water tank, barge boards e.t.c...All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations.

### 4) STANDARD CONCRETE MIXES:

- Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)
- Materials: SABS 1200 AA (3); SABS 1200 GA (3)
- Cement: Common cement 32,5N or R to SANS 50197-1
- Testing: SABS 1200 AA (7); SABS 1200 GA (7)

#### Floor:

- **Screed:** a 25mm screed (mix 1:4 river sand) is to be applied. Screed must be shaped in such a way that the inside door can open freely.
- **Apron:** A concrete apron is to be re-constructed around the entire structure 500mm wide. The dimensions are to be 75mm thick and slope away (5%) from the structure.

### 5) ROOFING: GUTTER AND FASCIA BOARDS

- Gaps between weldmesh top and roof to be closed with fibre cement or uPVC fascia boards.
- The roofing shall be fitted with suitable uPVC gutters (125mm, use **metal** brackets) and uPVC down pipes to divert rain water from the roof to the floor/Apron.

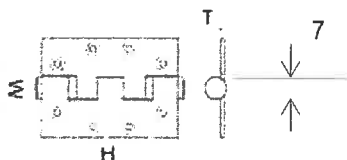
- **Gutter** brackets to be mounted on 3000 x 300 x 12mm fascia boards which must be connected with fascia joiners or jointing plates.
- Drill **fixing holes** to attach fascia boards to rafters to avoid breakage (Do *not* use hammer drills and masonry bits) and use two screws per rafter.

## 6) WALLS

- Cracks on the walls to be fixed using polyfilla or similar products.
- All walls to be checked and any deteriorating parts to be fixed/patched using rich concrete mix (1:4)

## 7) DOORS

- Standard size doors (813 x 2032 x 40mm) to be made of **meranti (not pine)**.
- Doors to be preserved by application of 3 coats of varnish applied 24 hours apart (1<sup>st</sup> coat 10% diluted).
- Doors must be fitted in such a way that they are swinging open freely and can be closed and locked without jarring of the doors in their frames or of the locks in their houses.
- Locksets:
  - (1) *External doors* to be equipped with mortise Gower or Radius euro profile cylinder lock sets (NO lever type lockset);
  - (2) *internal doors* with 3-4 lever locksets (Union, Yale or equivalent);
- **Three** brass hinges per door of the ball bearing butt type. See figure below.
  - Dimensions: H=100mm, W = 75mm T = 3mm, outer diameter of cylinder minimum 7mm.



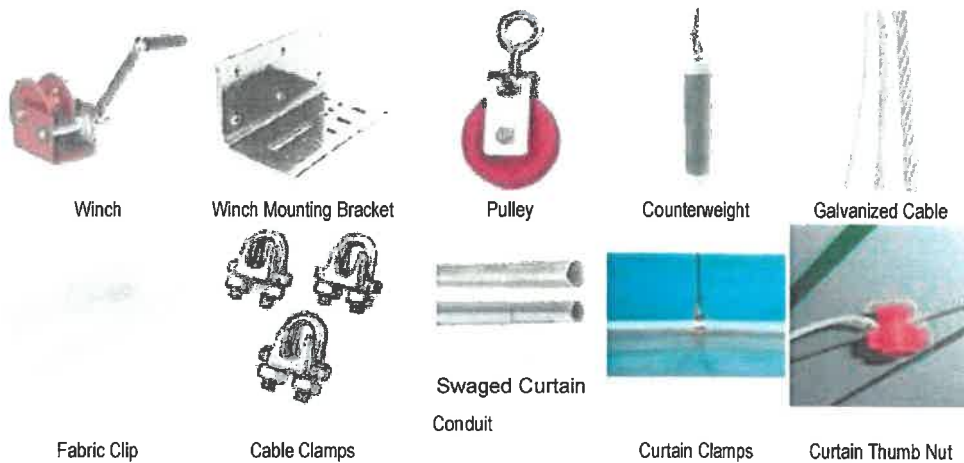
## 8) CURTAINS WELDED MESH

### **Curtain installation to be sub-contracted to curtain suppliers.**

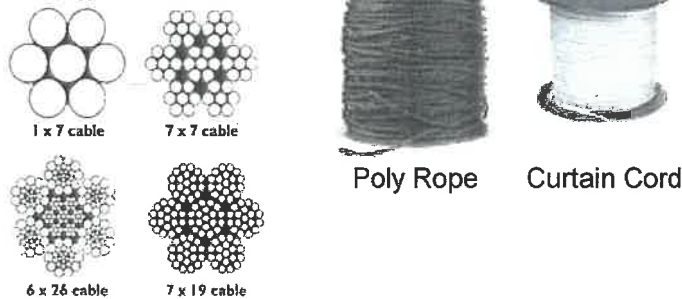
- Curtains and welded mesh must be removed and replaced with newly purchased materials as per the specification.
- Curtain envelops shall be removed and replaced with new material.
- All the cables, pulleys, clamps and curtain conduits to raise and lower the curtains are old and not functioning properly. All these items must be replaced and installed according to the specification.
- Use steel galvanized cable 1/8" in diameter and 7 x 19 for strength and flexibility. The length of cable required is equal to the length of your curtain plus four curtain widths (height). An additional pulley is required on which to hang the counterweight. The counterweight needs to be at least two curtain widths from the corner pulley to be able to open the curtain fully.

Below are some of the items used for the curtains.

- Use hoist up type UV resistance curtains made of 550 g/m<sup>2</sup> green or blue PVC. Final dimensions of finished curtain in front: 13.3 x 2.50m. Dimensions at rear: 13.3 x 2.30m. Use 0.75 x 3.00(2.80m) side envelopes of the same material to prevent billowing. The **width** of the curtain *material* should be 150mm larger to allow for 75mm for a large hem (big enough to accommodate a 1.66" OD (40mm) swaged curtain conduit) and 75mm for overlap, bringing the total material width to 2.30m (front) and 1.95m (rear) respectively. The **length** of the material equals the length of the finished curtain: 11.10m (width opening) plus 500mm to engage the curtain pockets, total 11.6m. If you are planning to make your own curtain pockets/envelopes make sure to include an additional  $2 \times 4 \times 0.5 = 4.00\text{m}$  of length of material. Envelopes to be fastened to wall with screws + washers at 500mm intervals.
- Attachment of the curtain shall be via screw type nails and washers hammered into the 38x14mm tie beam just above the walls at 400mm intervals.
- Only **swaged** galvanized steel curtain conduits to be used.
- Fabric clips are placed over the inserted conduit every meter length to prevent the conduit from spinning within the hem.
- Use 3/16" diameter Poly Rope on the exterior of the installation to prevent the billowing of the curtain. The rope is woven in a zig-zag pattern through pulleys spaced at 1.6m intervals. The rope should be pulled firmly and tied to the conduit at the bottom of the curtains.



**Cable Types at a Glance...**





#### 9) EQUIPMENT: GAS BROODERS - QUANTITIES PER SHED

- .1 Four stainless steel gas brooders (capacity: 500 chicks each), two per side (Solway, Gasolec A8 or Alke 41, or equivalent).
- .2 Adjustable heat - 2000 -10000 BTU with economical stainless steel (non-ceramic) burner;
- .3 Must be supplied with 4 fully filled 48kg propane gas bottles (2+2 spares);
- .4 Include 2 x 15.0m and 2 x 10.0m gas hoses and 4 adjustable gas regulators (20-300mB);
- .5 2 x 2 Gas bottles (1 connected + 1 spare) to be placed in two expanded steel/angle iron cages (1000 x 1500 x 600mm) with lockable door outside the building at the back ends.  
Use FLATEX 349/VEM 6320D, (SWM=25mm LWM=50m, strand width = 3.0mm, strand thickness 2.0mm, or equivalent sheets manufactured to SABS 190-1:1983.

**ANNEXURE A: SCHEDULE OF QUANTITIES AND PRICING SUMMARY**

<b>ANNEXURE A: BOQ 2 X1500 BIRD BROILER UNIT</b>		<b>June 2018</b>		<b>Page 1</b>	
<b>A</b>	<b>MATERIALS REQUIRED FOR CONCRETE AND WALLS</b>	<b>UNIT</b>	<b>QTY</b>	<b>RAT E***</b>	<b>TOTAL</b>
1	Cement 50kg pockets*	No.	50		
2	River sand (course)*	m <sup>3</sup>	10		
3	Concrete stone*	m <sup>3</sup>	10		
4	Building/Plaster sand*	m <sup>3</sup>	5		
<b>C</b>	<b>DOORS</b>				
5	Meranti (NOTpine) framed or ledged and batten door 2032 x 813 x 40mm thick	No.	4		
6	ex44 x 60mm meranti doorframe	No.	4		
7	Gower or Radius euro profile cylinder lock set (Union, Yale or equivalent)	No.	2		
8	3 or 4 lever locksets (Union, Yale or equivalent)	No.	2		
9	Ball bearing galvanized steel butt hinges 100 x 75 x 7(min) x 3mm + 5mm screws	No.	8		
10	150mm galv steel padlock with gutter bolts	No.	4		
11	Solid Brass or zinc padlock (Sobo/ Master/Yale/ Union/Abus- <i>no cheap ones</i> )	No.	4		
12	Fibre cement Nutec OR uPVC fascia boards (300mm x 12mm)	m	182		
<b>E</b>	<b>CURTAINS AND WELDED MESH</b>				
13	Green/ Blue PVC Tarpaulin curtains 550 g/m2 - 13.3 x 2.50m x 2	m <sup>2</sup>	133		
14	Green/ Blue PVC Tarpaulin curtains 550 g/m2 - 13.3 x 2.20m x 2	m <sup>2</sup>	117		
15	Green/ Blue PVC Tarpaulin curtain side envelopes 550 g/m2, 0.75 x 3.00m x 4	m <sup>2</sup>	18		
16	Green/ Blue PVC Tarpaulin curtain side envelopes 550 g/m2, 0.75 x 2.70m x 4	m <sup>2</sup>	16.2		
17	Swaged curtain conduit: galvanized steel 25-30mm (1-1.25") OD, lengths of 3.4m (138")	N.	32		
18	Swaged curtain conduit: galvanized steel 40-45mm (1.66"OD), lengths of 3.4m (138") ea	No	32		
19	Self-Drilling Tek Screws #12x1-1/2" Zinc	No	400		
20	Black Polypropylene Rope - 5mm diam - roll of 100 m	No	4		
21	2"Nylon Pulley w/swivel Eye	No	110		
22	Primary 2-1/2" steel strap pulleys	No.	16		
23	Galvanized Aircraft Cable 3.2mm (1/8") thick Type 7x19 OR 4.8mm 3/16" thick Type	m	240		
24	Galvanized Cable Clamp 3/16"	No.	60		
25	1" Neo Bonded Galvanized Washers. Packet of 100	No.	4		
26	Curtain & Winch Counterweight 1.5-2.0kg	No.	8		
27	Hand Winch 600 lb (Fulton or equivalent), SAE standard J1853 minimum.	No.	8		
28	Fabric Clip for 1.66" OD Pipe	No.	120		
29	25mm galv. steel staples for fastening of weldmesh	Kg	12		
30	30m roll of 1200 x 25 x 25 x 2.5mm (fully galvanized)	No.	6		
31	15mm Ø galv steel handibar (thread bar) in 1m lengths	No.	42		
<b>F</b>	<b>WATER PROVISIONING</b>				
33	PVC gutter 125mm.	m	72		
34	Metal brackets to mount gutter to wall plates	No.	72		
35	50mm diam. downpipe bend to tank	No.	144		
36	50mm PVC pipe straight	m	20		
	<b>POULTRY EQUIPMENT</b>				
37	Stainless steel gas brooder, adjustable heat (2000-10,000 BTU) for 500 chicks (Solway, Gasolec A8 or Alke 41, or equivalent)	No.	4		
38	Heat lamp with dimmer for 150 chicks + 3m cable, spun aluminium shade with heat sink, bulb guard, complete with <b>250W dull emitter</b> bulb (Interheat or equivalent).	No.	10		

39	20-300mB HP Regulator and 3m Gas Hose and Clamps	No.	4		
40	Filled Propane Gas Bottle 48 kg ( <i>only if gas brooder is used</i> )	No.	8		
41	<b>CHICKS, FOOD, VACCINS, DETERGENTS</b>				
42	1 Day – old broiler chicks (vaccinated and certified)	No.	3000		
43	Starter crumble (50 kg bags)	No.	6		
44	Grower Pellets (50 kg bags)	No.	150		
45	Finisher Pellets, 50kg bags	No.	60		
46	Bales of 50kg of chicken saw dust	No.	12		
47	Newcastle Disease vaccin (1000 doses)	No.	4		
48	Gumboro Vaccine (1000 doses)	No.	4		
49	IBD vaccins (1000 doses)	No.	4		
50	Terramycine (1000 doses)	No.	4		
51	Menthophyl (1 litre) or Consumix Plus (200 grams)	No.	6		
52	Disinfectant (Virukill, Vircon S, Farm Guard) 2 litres	No.	10		
53	Detergent (Cleaning soap) Antec DSC 1000 or equivalent) 2 litres	No.	10		
	<b>GENERAL</b>				
54	Labour + Supervision	Sum	1		
55	Preliminary and General (site establishment, insurances, etc)	Sum	1		
56	Ancillary materials and equipment <sup>3</sup>	Sum	1		R 20,000 <sup>3</sup>
	Submit Mark-up >>>> .....%	Sum	1		R..... .....
57	Training participants to use equipment 3 hours min (if req)	Sum	1		
58	<b>Sub-total Excluding Vat</b>				
59	VAT 15%				
60	<b>TOTAL INCLUDING VAT R</b>				
<sup>3</sup> This item allows for payment of claims on the basis of proven costs plus mark up. Prior approval for expenditure is required.					
<sup>4</sup> All material prices to include transport costs to site.					

## **ANNEXURE B : Payment Schedule**

<b>PAYMENT #</b>	<b>PHASE DESCRIPTION</b>	<b>App. % of contract</b>	<b>Payment after completion of phase</b>	
<b>1</b>	<b>A) Delivery to site of all Specified materials (1<sup>ST</sup> INSPECTION)*</b>	<b>35%</b>	<b>30%</b>	
<b>2</b>	<b>B) Renovating Broiler Units</b> 1) fascia boars and guttering system 2) installing curtains 3) Replace all doors and fix door frames 4) Clean and fix any cracks in the floors. 5) Build aprons around the aprons and a 100mm concrete leap to divert storm water away from the structures. <b>2<sup>ND</sup> m INSPECTION</b>	<b>50%</b>	<b>40%</b>	
<b>3</b>	<b>C) Supply of inputs.</b> 1) supply of feed and chicks 2) supply of brooder gas and filled cylinders <b>.3<sup>rd</sup> INSPECTION</b>	<b>15%</b>	<b>15%</b>	<b>25%</b>
	<b>b) Retention money 10% at practical completion</b>	<b>--</b>	<b>10%</b>	
<b>4</b>	<b>Retention money 5% at final completion after 90 days (6<sup>TH</sup> INSPECTION)*</b>	<b>0% if no defects</b>	<b>5%</b>	
	<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	

*\* Inspections by engineering staff between brackets may be skipped or done by extension staff.*

**(1)EQUIPMENT & RESOURCES:**

Please provide an indication of the equipment and resources which will be available to execute the services required:

No	Equipment and resources available in order to execute the services:
1	
2	
3	
4	
5	

**(2)SUB CONTRACTED WORKS:** Please list which parts of the works will be sub-contracted.

No	Sub Contractor	Associated works	Percentage
1			
2			
3			
4			

**(3)EXPERIENCE:** Please indicate your experience and expertise by completing the table:

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

**DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number:  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....

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



**1"State" means –**

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

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

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

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

YES	NO
-----	----

**2.7.1 If so, furnish the following particulars:**

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

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

YES	NO
-----	----

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

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

YES	NO
-----	----

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

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

.....

.....



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

YES	NO
-----	----

2.8.1 If so, furnish particulars:

.....

.....

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

YES	NO
-----	----

2.9.1 If so, furnish particulars.

.....

.....

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

YES	NO
-----	----

2.10.1 If so, furnish particulars.

.....

.....

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

YES	NO
-----	----

2.11.1 If so, furnish particulars:

.....

.....



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder