

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Quotation No: R/S/1920/1778

SUPPLY, DELIVER OFFLOAD AND ERECT FENCING FOR ZITHENJWA COOP AT INKOSI LANGALIBALELE MUNICIPALITY IN ESTCOURT

NAME OF BIDDER:			

COMPULSORY SITE BRIEFING DETAILS					
DATE	17/02/2020				
MEETING VENUE	MEETING VENUE Department of agriculture & Rural Development				
MEETING ADDRESS	1 CEDARA ROAD , CEDARA				
START TIME	11 HOO				

1. PRE-QUALIFICATION CRITERIA

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

REQUIREMENT – CIDB Grading: 1 SQ/CE or above

For more information, please contact the following official:

For: Technical Enquiries:

T.G GAYI 0769675346 For: Quotation/SCM enquiries: Maureen Shabangu

033 3438375

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



agriculture & rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

INVITATION OF QUOTATION ABOVE R30,000.00

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A VALID TAX

COMPLIANCE STATUS PIN AND VALID BBBEE VERIFICATION CERTIFICATE/AFFIDAVIT

QUOTATION NUMBER: R/S/1920/1778	VALIDITY PERIOD OF QUOTATION Days
	(To be completed by the Supplier)
CLOSING DATE: 24/02/2020	CLOSING TIME: 11HOO
DESCRIPTION(SPECIFICATION/S) OF ITEMS/	COMPANY NAME:
SERVICE REQUIRED: SUPPLY, DEVIVER AND ERECT	
FENCING FOR ZITHENJWA AT INKOSI	TEL NO: FAX NO:
LANGALIBALELE MUNICIPALITY ESTCOURT	FAX NO.
	CONTACT PERSON:
	CSD REG NUMBER
	MAAA
DOES OFFER COMPLY WITH	YES/NO
SPECIFICATION?	(DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION?	YES/NO
HAS IT BEEN INSPECTED BY SABS?	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)	
(22,	
	SIGNATURE OF BIDDER
	DATE
	DUIC
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY	(Supplier to complete)
THE SUPPIER	(Supplier to complete)

N.B DOCUMENT MUST BE DEPOSITED IN THE BID BOX AT SCM — DEPARTMENT OF AGRICULTURE 4 PIN OAK AVENUE HILTON QUARRY BOX. NO FAXED QUOTATION WILL BE ACCEPTED

TEL. NUMBER 033 3438375 CONTACT PERSON TM SHABANGU

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

THIS REQUEST FOR QUOTATION (RFQ) MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.

	S : T PERSON : T NUMBER :				ANNEXURE A	
For Sup	ply, deliver, offload and erect 2km ality in Estcourt.	fence fo	r Zithenjwa Co o	p at In	ıkosi Langaliba	alele
LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM	REQUIR ED QUANTI TY	UNIT PRICE EXCL.	VAT	TOTAL PRIC	E
110.	(Please be very specific and clear)	''	R	С	R	С
1.	As per specification.	1				
	For Supply, deliver, offload and erect 2km fence for Zithenjwa Co op	1				
	* LABOUR (IF APF	PLICABLE)				
	*DELIVERY (IF APP	PLICABLE)				
	·	·	Т	OTAL		
*ONLY AP	PLICABLE TO VAT REGISTERED SUPPLIERS	15% VAT				
			TOTAL F	PRICE		
When When Cont TEL	Registration No. (Supplier)	court Mark one Bo	x (X)	DAYS	90	
1	SIGNA	TURE		•••••		





agriculture & rural development

Department:
agriculture
& rural development
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BID SPECIFICATION FOR THE

SUPPLY, DELIVERY AND ERECTION OF FENCING AT ZETHENJWA PROJECT

- 1. This document must be read in conjunction with Drawings (See Table of Contents). If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any implementation. The same applies for purported differences between the technical specifications and schedule of quantities.
- 2. The TSS/Engineering Services (TES) takes no responsibility for projects implemented on the basis of this document alone without any prior involvement of TES before (partial) completion.
 This involvement consists of, but is not necessarily restricted to:

a. Signing off of the bid/quote document and Drawings by TES;

- b. Presence of TES at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that TES is informed of his/her intention to commence the work so that TES presence can be assured.
- c. Supply to the contractor by TES of A3 sized plans. The drawings supplied with this document are for quoting/bidding purposes only and no implementation should take place before the contractor has received the bigger sized plans.
- d. Regular site inspections by TES and the processing of invoices on the basis of achieved progress.
- 3. District managers and other departmental end users are therefore required to involve TES at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo is submitted.

Table of Contents:

No.	Section	Pages	Read/ Complete
1	Cover Page	1	Read
2	A - Project Particulars	2	Read
3	B - General Conditions of Contract	2-4	Read
4	C - Project Technical Specifications	4 - 7	Read
5	ANNEXURE A: Fencing Layout	8	Read
6	ANNEXURE B: Fencing Layout showing gates	9	Read
8	ANNEXURE C: Pricing Schedule	10	Complete
9	ANNEXURE D: Previous Experience & Evaluation of bids	11-12	Complete



- 1 To

A) PROJECT PARTICULARS

1) SCOPE

The contract covers the supply and erection of all fencing material for a 1,2m high hinged joint type fence with 3strands of double twist barbed wire above.

2) ACCESS TO SITE

District: Uthukela

Local Municipality: Estcourt

Site co-ordinates: 29° 09' 44" S, 29° 40' 45" E

The site is situated at approximately 10km from Wembezi.

B) GENERAL CONDITIONS OF CONTRACT

1) BIDDERS TO CHECK COMPLETENESS OF THE 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) VALIDITY PERIOD FOR BID

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

3) FIXED PRICE CONTRACT

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

4) PRICING (SEE ANNEXURE C - PRICING SCHEDULE)

- 4.1 All items as described in the project specification are to be priced in full. If a bidder does not tender on all items, his/her tender may be rejected.
- 4.2 Per item prices to exclude VAT.
- 4.3 Transport/Delivery costs must be included in the pricing. It must not be a separate item.
- 4.4 The tendered price must have your company stamp, date and be signed by an authorised person.

5) PENALTY CLAUSE

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. 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.

6) WARRANTY

All workmanship must carry a warranty of one year from the date of completion and handover of the works.



7) APPLICABLE STANDARDISED SPECIFICATIONS

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

8) PAYMENTS

All deliveries are to be checked by a departmental representative prior to installation and certified accordingly. Payments will only be made after the relevant phase has been completed and inspected by the Engineer. The maximum number of payments will be 2.

9) RETENTION

A 10% retention will be withheld on payment for the first phase. The Department will pay out the retention as part of the second and final payment after the bidder has eliminated all defects.

10) SERVICE LEVEL AGREEMENT

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

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. 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.

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) DELIVERY OF MATERIALS

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

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fully responsible for all material and plant etc. until the completed works are handed over and has been officially accepted by the Department.

16) DAMAGE TO PROPERTY

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

17) ABNORMAL RAINFALL

The Contractor shall keep daily rainfall records and submit it to the Department's representative at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items.

18) 'AS BUILT' DETAILS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. These details will, where appropriate, be noted on the supplied drawing. No alterations may be made without the written approval of the Departmental Engineer.

19) PROGRAMME

The work is to be completed within 2 months of the award of the bid. The contractor is to supply a work schedule with the proposed times of completion of each phase.

C.1) DETAILS OF CONTRACT

- C.1.1 The fence line has been indicated by representatives of the project. It is recommended the fence position be confirmed by engineering prior to erection.
- C.1.2 All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the beneficiaries to safeguard it prior to installation. Alternatively material can be delivered in batches, as and when required. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.
- C.1.3 The contractor is responsible to verify that the tendered distance is correct. Failure to check the distance prior to erection of fencing will result in the contractor not being paid for any extra/excess material(s) that have been used. Where the tendered distances are lower than the actual/required distance on site, the contractor must not exceed the tender amount prior to receiving authorization in the form of a variation order. Accurate distances of all erected fences must be kept by the service provider which will be verified by an engineering representative. Only work that has been be completed will be paid for and any fencing that has been installed over the order amount will not be paid for unless prior written permission has been obtained to exceed the order amount.
- C.1.4 The tendered rate shall be in full compensation for clearing the fence line complete including amongst others the removal of trees, stones, and other obstructions and the disposal of all waste material resulting from clearing operations, as may be directed.

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- C.1.5 The supply and erection of all required fencing material including gates, all required wire, all posts and concrete.
- C.1.6 Surplus material will be retained by the department and should any surplus material be taken by the contractor or material not supplied, payment will be made based on what has been actually used to erect the fence. All material must be checked by a departmental representative prior to erection.
- C.1.7 The Tenderer will be required to satisfy the Department that a sufficient and experienced skilled and semi skilled labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship. The Tenderer will be required to submit a list of references/ projects (ANNEXURE D) to enable the Department to inspect previously completed work and assess the capacity of the Tenderer. Furthermore the tenderer will be required to source and employ local labor (see C.4.1).
- C.1.8 The tenderer should have a minimum CIDB grading of Level 1SQ.

C.2) FENCE ERECTION

- C.2.1 The fence line shall be cleared over a width of at least 1.5 m on each side of the centre line of the fence and surface irregularities shall be graded so that the fence will follow the general contour of the ground. Clearing the line shall include the removal of all trees, scrub, stumps, isolated boulders or stones and other obstructions which will interfere with the construction of the fence. Stumps within the cleared space shall be grubbed. The bottom of the fence shall be located at a uniform distance above the ground line in accordance with the requirements shown on the drawings. All material removed shall be burnt or disposed of.
- C.2.2 The holes for the posts should be 400mmx400mmx700mm deep. Poles should be firmly planted into the ground 700mm deep with well compacted backfill.
- C.2.2 Creosoted standard poles should be 100-150mm dia and 2,4m long and should be spaced 5m apart.

 All poles should stand erect, aligned and maintain the same height above the ground level.
- C.2.3 Straining posts shall consist out of full box anchor, 1,2m wide using pole cut in half for the top. Straining posts shall be erected at all terminal points, gates, low points (as required), corners and bends in the fencing and at all junctions with other fences. Straining posts shall not be spaced further apart than 100m as shown on the drawings. The length of posts above ground shall be such that the correct clearance between the lowest wire and the ground can be obtained. Straining posts shall be accurately set in holes and shall be provided with concrete basis to the dimensions shown on the drawings. All straining posts to be braced with 2 double strands 4mm dia/8ga plain galvanized wire, placed diagonally and twisted to tension at all corners. One box each side of the gate and double boxes at corners. Holes drilled through poles as shown for ties. All exposed surfaces where poles have been sawed off are to be painted with creosote.
- The Hinge Joint fence to be approx 150mm square galvanized and 1,2m high. Mesh to be strained C.2.4 using clamps and strainers and stapled to poles. All fencing wire shall be tied to the sides of posts to prevent the wires from being displaced or becoming loose. The wire shall be carefully tensioned without sagging, and true to line, care being exercised not to tension the wire to such an extent that it will break, or that end, corner, straining or gate posts will be pulled out, or that it will be easily damaged during veld fires. A tension of 1,5 kN (kilo Newton) per wire shall be required as working stress. This stress will be determined seven days after erection. Each strand of fencing wire shall be securely tied in the correct position and the ends of the tying wire shall be wound at least four times around the fencing wire to prevent it from moving in a vertical direction. At all straining posts at terminal points, gates, corners, bends and other specified positions, the fencing wire shall be securely wrapped twice around the post and secured against slipping by tying the end tightly around the wire by means of at least six snug tight twists. Where high-tensile wire is used, two long twists may first be made followed by the six tight, snug twists around the post to prevent the wire from breaking at the first twist. The gaps between gate posts and the adjacent straining posts shall be fenced off with short lengths of fencing wires.
- C.2.5 Three strands of barbed wire to be used above mesh, each strand 150mm above each other.
- C.2.6 Motor vehicle farm gate should be 3,6mx1m and pedestrian gate 1,2mx0,9m. Gates shall be erected at the positions which will be indicated by Departmental Engineers in consultation with the project participants and investors. The gates shall be hung in accordance with the requirements shown on the drawings. Gates shall be so erected as to swing in a horizontal plane at right angles to the gate posts, clear of the ground in all positions. Clearance below the gates shall not exceed 75 mm with the gates closed.



C.2.7 The completed fence shall be plumb, taut, true to line and ground contour, with all posts firmly set. The height of the lower fencing wire above the ground at posts shall not deviate by more than 25 mm from that shown on the drawings. Other fencing wires shall not deviate by more than 10 mm from their prescribed vertical positions. The contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire or netting so as not to create a hazard to grazing animals or a nuisance to the owners of the ground.

C.3) FENCING MATERIAL

- C.3.1 All posts must conform with the requirements of SABS 457. These posts should be treated with a preservative in accordance with the requirements of SABS 1288 (Preservative treated timber) or SABS 05 (Creosote treated timber).
- C.3.2 Barbed wire shall comply with the requirements of SABS 675 and shall be high tensile steel grade fully galvanized zinc coated double strand uni directional twist wire, each strand 1,6 mm in diameter, suitable for use at any height above ground. The barbed wire shall be spaced at not more than 150 mm apart.
- C.3.3 Smooth wire shall comply with the requirements of SABS 675 and shall be of the types specified below:
 - Straining wire shall be 4,00 mm diameter fully galvanized zinc coated high tensile grade steel wire
 - Tying wire shall be 2,50 mm diameter mild steel fully galvanized zinc coated wire for tying fencing wire to posts.
- C.3.4 Gates shall be manufactured to the dimensions and details shown on the drawings. All gates must be complete in every respect, including hinges, washers, bolts, locking chains and padlocks attached to the gate. These gates must be zinc coated as specified in SABS 763.
- C.3.5 Hinge joint mesh (Veldspan, Bonnox Tension Fence or approved equivalent) should be zinc coated in accordance with SABS 675. It should consist of 3,00 mm diameter edge wires, 2,2 mm diameter line wires and 2,5 mm diameter vertical stay wires. The grade of steel, the height of the fence, the spacing of the vertical wires, and the number and spacing of the horizontal wires shall be as specified on the drawings and in the project specifications.

C.4) LABOUR AND TRAINING

- C.4.1 The Department's objective is to provide perimeter fencing and gates to Isibindi irrigation project, while maximizing the employment of local labor. It is required that the digging of holes and fence erection be carried out using local labor (50% of the total labor value). The issue of gender, age (youth) and disability; and families with no income at all should be considered when hiring people. The proposed targets are:
 - 60% women
 - 20% youth from 18 to 25 years of age
 - 2% disabled

The contractor is required to keep a record of all local labor employed including details such as ID numbers, days worked, rate paid and total paid as this information will be needed by the department for reporting purposes. It is suggested that the local unskilled labor be remunerated at a rate of R125 per person per day.

C.4.2 It is also the Department's objective that the local unskilled labor develop some basic skills with respect to erection of this type of fencing which will enable them to be involved in similar projects within the area or elsewhere in future. It is therefore imperative that the contractor provide such exposure and on the job training to perform the duties assigned to them within the contract.

C.5) HEALTH & SAFETY

C.5.1 The Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety. All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples

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- include: safety and protective clothing; sound scaffolding; falsework and bracing; ladders etc... all equipment, tools, offloading and safety equipment are to be in a safe operating condition and all necessary safety procedures are to be adopted where appropriate.
- C.5.2 The Safety of the public must be of prime importance and the utmost care must be taken to ensure that the correct signs, barriers and warning devices are in place. Any movement of construction equipment must be controlled on site at all times.
- C.5.3 The Contractor shall, in preparation of his Health and Safety Plan, familiarize him/herself with emergency services in the location of the Works and with the local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management centres, to such extent that he/she is conversant with these, should the need arise.

 Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.
- C.5.4 Should the Contractor at any stage in execution of the Works:
 - a) fail to implement or maintain his health and safety plan:
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons.
 - the Engineer will, by written order, suspend the progress of the Works. The Contractor shall, during such suspension, properly protect the Works so far as is necessary.
- C.5.5 The Contractor shall provide proof of his registration and good standing with the Compensation Fund, or with a licensed compensation insurer, prior to commencement with the Works.
- C.5.6 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations, all in terms of sub-clause 4(1)h of the Construction Regulations. The costs of compliance shall clearly be demonstrated separately under the appropriate item on Annexure A.16.2.
- C.5.7 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, in compliance with the Act and the Regulations, which shall be applied from the date of commencement of and for the duration of execution of the Works.

C.6) INSURANCE

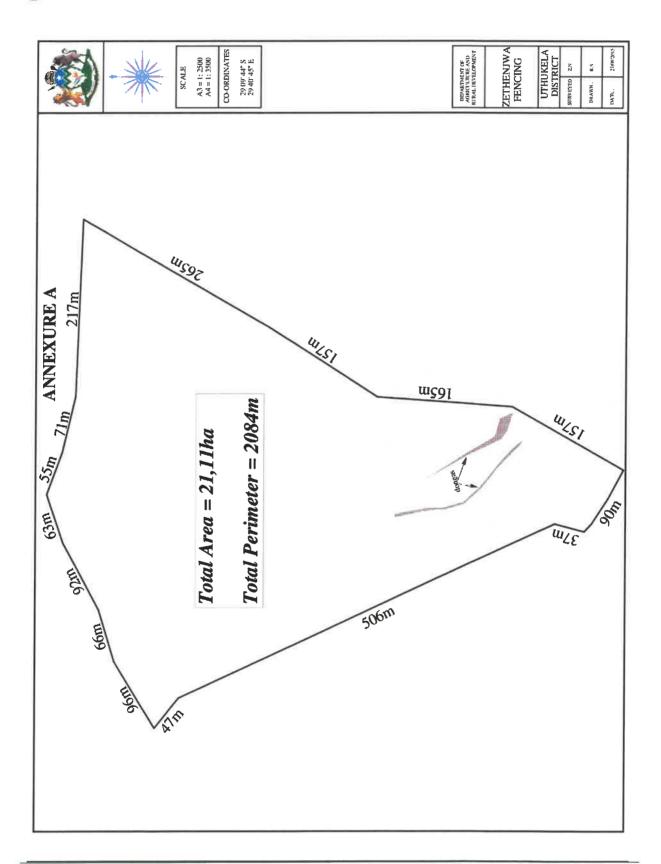
- C.6.1 The successful bidder shall be required to provide the following insurances on award of the contract;-
 - Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Disease Act with regard to insurance.
 - Unemployment fund insurance for all workers.
 - Insurance against damage, destruction or loss caused by fire.
 - Public liability insurance
 - All risks(works) Policy Political for the value of the project plus 10%.

C.7) COMPULSORY INFORMATION REQUIRED:

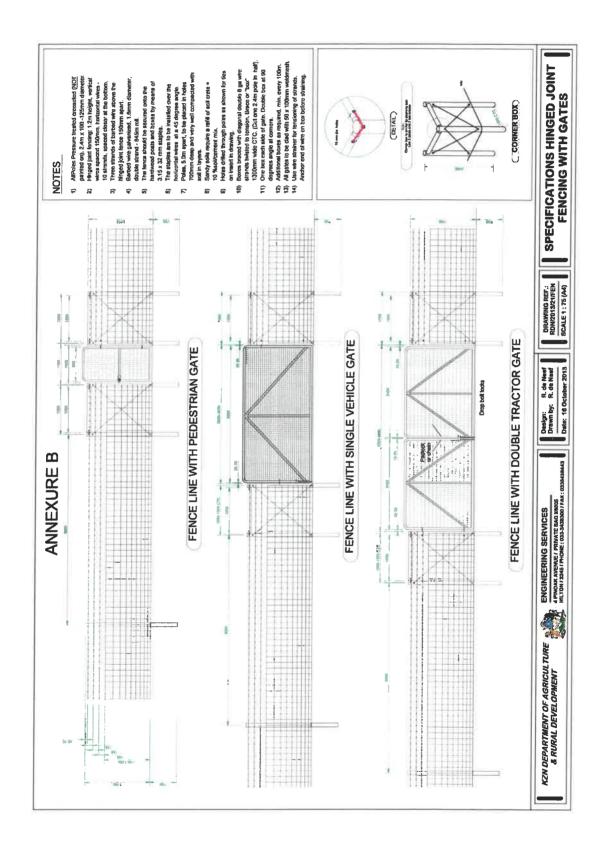
The tenderer is to attach the following information with their tender:

INFORMATION AND DOCUMENTATION	FOR OFFICE USE ONLY		
	YES	NO	
Annexure C fully completed.			
Annexure D fully completed.			
Proof of CIDB grade.			
All other necessary documents.			











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		ANNEXURE C : PRICING SUMMARY				
ITEM NO	SPEC REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		Supply of all prefabricated fencing material				
1.1	SABS 675	High tensile grade steel double strand fully galvanized zinc coated uni directional twist wire, each strand 1,6 mm diameter, 845m per roll	no	9		
1.2	SABS 457	Creosote treated hardwood round poles, 2,4m x 100 - 125mm diameter to SABS 457	no	584		
1.3		Fence to be manufactured of high tensile steel wire with breaking strength minimum 400kg (Hinged Joint Fence), fully galvanized to SABS 935, with 10 horizontal strands and vertical wire at 150mm intervals, 1,2m high (eg. Veldspan/Bonnox/or equivalent),100m rolls	no	24		
1.4		Hot dipped galvanized wire staples, 3,15mm x 32mm, 500g packs	no	50		
1.5	Tractor farm gate (2 frames per gate), 2,4m widex 1,8m high, 40 - 50mm diam pipe frame, wall thickness of		no	2		
1.6	763	Pedestrian gate, 0,9m wide x 1,8m high, 40 - 50mm diam pipe frame, wall thickness of 1.6mm min, hot dip galvanized to SABS 763 (after fabrication), covered with fully galvanized diamond mesh to SABS 675. Gate to be complete with all relevant bolts and nuts for hinges and latch including chain and lock.	no	1		
1.7		8ga straining wire, 4mm diameter, 5kg (50m) roll to be high tensile steel, fully galvanized to SABS 935	no	7	1	
2		Excavation, trenching and backfilling				
2.1		Excavation/digging of 400mmx400mmx700mm deep holes for posts (including backfill/compaction)	no	570		
3		Labor				
3.1		Fence erection (allow for one week using 5 local unskilled labor and 1 skilled worker/foreman)	no	sum		
3.2		All other labor ind supervision, moving of and off loading of material	no	sum		
4		Miscellaneous				
4.1		Safety wear/clothing (safety googles, gloves, overalls & boots) for 5 unskilled workers	no	sum		
4.2		Fencing tools (wire strainers, clamps and cutting tools)	no	sum		
5		Transport				
5.1]	All transport incl delivery of materials, site visits, transport of labor etc	no	sum		
		Total (excluding VAT)				
		VAT (for VAT vendors)				

TOTAL	



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ANNEXURE D: PREVIOUS EXPERIENCE AND EVALUATION OF BIDS

Please Note: It is of Failure to do so will				t with yo	our bid.	
A) Previous work ex	cperience:					
Have you complete	d projects of a sin	nilar nature in the	past 5 years	?	YES	NO
Preference will be §	given to contracto	ors with previous f	encing expe	rience. It	is therefore	in your own
interest to provide	relevant informat	tion as requested	below.			
B) List no more than	5 previous fenci	ng projects erecte	ed:			
Name of Project	Project Val	ue Referenc	e/Contact	Contact I	Number	Length of Fence
1						
2						
3						
4						
5						
C) Indicate the [num Barbed wire [] No of km's [] D) In what capacity w	Hinged joint [No of km's [Security No of kr	[] n's []	Electrica No of kr	al []	Game [] No of km's []
Contractor	Sub-contractor		Material su			DON
	Todo dontractor	Linployee	I Material Sa	ppry omy	other.	
E) What was your ro	le in the fencing r	projects (Tick the	appropriate	box)		
Owner of business		Skilled labourer			Other:	
F) Capacity to erect f	encing					
Which option mostly						Yes / No
1) I currently have or		employed by my	company tha	at can ere	ct fences	
2) I have access to te						
3) I will have to sour						
4) I plan to source ar	n experienced fer	ncing sub-contacto	or to erect th	e fence		
Declaration						
hereby verify that a	ll of the informat	ion given above is	s true.			
Signed by:		Date			Company sta	amp



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CIDD and ding	
CIDB grading	Scor
Level 1	2
Level 2	4
Level 3	6
Level 4	8
Level 5 or higher	10
No of previous fencing projects over the past 5 years	Scor
1-2	5
2-5	10
5-10	15
10-15	20
15 or more	25
Total km's of fencing erected over the past 5 years	Coon
0-10	Score
10-20	10
20-50	15
50-100	20
over 100	25
VVCI 100	
Capacity of involvement	Score
Fencing contractor or fencing sub contractor	10
Experienced employee	6
Other type of contractor	4
Fencing material supply only	2
Role played in fencing contract	Score
Owner	10
Site Foreman	8
Skilled labour	6
General labour	2
Capacity to erect fence	Score
Currently have one or more teams employed by my company that can erect fences	20
Access to temporary labourers with fencing experience which I will employ	12
I will have to source labourers to erect the fence who will require training	8
I plan to source an experienced fencing sub-contactor to erect the fence	4
NB Category parameters may be adjusted if the number of qualifying contractors in a particul either too high or too low	
Guide to determine level of fencing contractor	
Level 1 contractor score 1 to 25	
Level 2 contractor score 25 to 40	
Level 3 contractor score 40 to 70	
Level 4 contractor score more than 70	
Guide to determine level of contractor required for project	Level
0 - 1km	1
1 - 5km	2
5 - 20km	3

Local Confent

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

` ; `

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

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

Where

x is the imported content in Rand

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

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

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

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

2. Definitions

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

	Description of services, works or good	ods Stipulated minimum	n threshold
		_	%
			%
			%
4.	Does any portion of the services, whave any imported content? (Tick applicable box) YES NO	vorks or goods offered	
4.	If yes, the rate(s) of exchange to be prescribed in paragraph 1.5 of the SARB for the specific currency at 1	general conditions must be the	rate(s) published by
Th	e relevant rates of exchange information	n is accessible on www.reserv	ebank.co.za.
	dicate the rate(s) of exchange against the nex A of SATS 1286:2011):		ble below (refer to
Cu	rrency	Rates of exchange	
US	Dollar		
Po	und Sterling		
Eu	ro		
Ye	n		
Otl	ner		
NB 5.	: Bidders must submit proof of the SAR Were the Local Content Declaration as correct? (Tick applicable box)) audited and certified
	YES NO		
5.1	. If yes, provide the following particulars	::	
	(c) Telephone and cell number:		
	(Documentary proof regarding the c satisfaction of the Accounting Office	declaration will, when required, the ser / Accounting Authority)	e submitted to the
6.	Where, after the award of a bid, ch minimum threshold for local content th to verify and in consultation with the AG	e dti must be informed accordin	igly in order for the dti

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

	LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICE LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING B' EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RE (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)	Y THE CHIE
	IN RESPECT OF BID NO.	
	ISSUED BY: (Procurement Authority / Name of Institution):	
- 11	NB	•
	1 The obligation to complete, duly sign and submit this declaration cannot to an external authorized representative, auditor or any other third party act the bidder.	ot be transferred ling on behalf o
1	Guidance on the Calculation of Local Content together with Local Contemplates (Annex C, D and E) is accessible on http://www.thdti.gdevelopment/ip.jsp . Bidders should first complete Declaration D. Af Declaration D, bidders should complete Declaration E and then consolidate on Declaration C. Declaration C should be submitted with the bid doc the closing date and time of the bid in order to substantiate the declarationargraph (c) below. Declarations D and E should be kept by the bidders ourposes for a period of at least 5 years. The successful bidder is required update Declarations C, D and E with the actual values for the duration of the	iov.za/industrial fter completing the information sumentation at ration made in a for verification to continuously
0	, the undersigned,	
(a) The facts contained herein are within my own personal knowledge.	
(b) I have satisfied myself that:	
	 the goods/services/works to be delivered in terms of the a bid comply with the minimum local content requirements as spec and as measured in terms of SATS 1286:2011; and the declaration templates have been audited and certified to 	ified in the bid,
fo	c) The local content percentage (%) indicated below has been calculated by the content percentage (%) indicated below has been calculated by the content of	e indicated in
	Bid price, excluding VAT (y)	R
	Imported content (x), as calculated in terms of SATS 1286:2011	R
	Stipulated minimum threshold for local content (paragraph 3 above)	
	Local content %, as calculated in terms of SATS 1286:2011	
lf p	the bid is for more than one product, the local content percentaroduct contained in Declaration C shall be used instead of the table ab	ges for each

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

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

SIGNATURE:	DATE:
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

SATS 1286.2011 Total Imported Note: VAT to be excluded from all calculations content (C19) imported content (C23) Total Imported content (C24) Total local content (C25) Average local content % of tender Total exempted (C18) Total tender value (C22) Total Tender value net of exempt imported content (C21) Total Exempt Imported content (C17) (C20) Total tender value Tender ğ (212) Local Content Declaration - Summary Schedule content % (per item) (C15) Local Local value (C14) **Annex** C GBP Calculation of local content Imported value (C13) exempted imported net of (C12) 굡 Imported Exempted value (211) Tender price each (excl VAT) (010) Pula List of items Signature of tenderer from Annex B 8 Tender Exchange Rate: Specified local content % fendering Entity name: Designated product(s) ender description: Tender Authority: Tender item Tender No. nois 8 Date: 0202000

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					Annex D)						SAT
1 state	TATE OF STREET		Importe	d Content Declar	ation - Supp	orting Sch	edule to An	inex C		874 N		
Designated Pro	ducts:							Note: VAT to b	e excluded fro	rm .		
Tendering Entit	ly name:	P	ula		EU R 9.00	GI	BP R 12.00]				
A. Exempt	ed imported	content			EDGLESS	1000	Calculation o	f emported cont	ent		ST MINIS	
Tender Item no's								200	All locally incurred	Total lande		Summary City Exempted vai
(07)		(D8)	(DS)	(D10)	(D11)	[D12]	(D13)	(D14)	(D15)	(D16)	(D17	(0)
									(D)	19) Total exemp	This 1012	lue mult correspon fants C-C21
B. Imported	directly by t	he Tenderer			THE REAL PROPERTY.		Calculation of	imported conte	กเ	F15-143	No.	Summary
Tender item no's			Unit of measu	e Overseas Supplier	currency value as per Commercial	Tender Rate of Exchange	Lotal value of Imports	freight costs to port of entry	All locally incurred landing costs & duties	Total landed	Tender Q	ty Total Import
(D20)	(D	21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(029)	(D30)	(031
									(DR2)Tes	Pal Immandad		
		and supplied	to the Tend	lerer	Same Sale	84. E	Calculation of in	nported content	-	an imported war	ue by tendere	
Imported b	oya sro party	Mand Skhhnich						Mante a Confession		THE RESERVE OF THE PARTY OF THE		Summary
. Imported b	nported content	Unit of measure	(ocal supplier	Overseas Supplier	Commercial	Tender Rate of Exchange		Freight costs to port of entry		Total landed cost excl VAT	Quantity	Total Imported
	nported content				currency value as per	Tender Rate	Local value of		incurred anding costs			
Description of in	nported content	Unit of measure	Local supplier	Overseas Supplier	turrency value as per Commercial Involce	Tender Rete of Exchange	Local value of Imports	port of entry	incurred landing costs & duties	cost exci VAT	imported	Total Imported
Description of in	nported content	Unit of measure	Local supplier	Overseas Supplier	turrency value as per Commercial Involce	Tender Rete of Exchange	Local value of Imports	port of entry	incurred landing costs & duties	cost exci VAT	imported	Total Imported
Description of in	nported content	Unit of measure	Local supplier	Overseas Supplier	turrency value as per Commercial Involce	Tender Rete of Exchange	Local value of Imports	port of entry	incurred ianding costs & duties (D41)	COST EXCIVAT	(D43)	Total Imported
Description of the	nported content	Unit of measure	Local supplier	Overseas Supplier	currency value as per Commercial Invoice (D37)	Tender Rete of Exchange	Local value of Imports	port of entry	incurred ianding costs & duties (D41)	cost exci VAT	(D43)	Total imported (D44)
Description of the	gn currency p	Unit of measure (D34) Dayments Local supplier making the	Lotal supplier (D35)	Overseas Supplier (D36) Colculation of forcig 40 ayments Foreign currency value	currency value as per Commercial Invoice (D37)	Tender Rete of Exchange	Local value of Imports	port of entry	incurred ianding costs & duties (D41)	COST EXCIVAT	(D43)	Total imported
Description of in (03 Other foreig	gn currency p	Unit of measure (D34) Dayments Local supplier	Lotal supplier (D35)	Overseas Supplier (D36) Colculation of foreign anyments Foreign currency value	currency value as per Commercial Involce (D37)	Tender Rete of Exchange	Local value of Imports	port of entry	incurred ianding costs & duties (D41)	COST EXCIVAT	(D43)	(D44) Summan, c payments local value o payments
Description of In (03 Other foreig	gn currency p	Unit of measure (D34) Dayments Local supplier making the payment	(D35) Overseas benefictary	Overseas Supplier (D36) Colculation of forcig to ayments Foreign currency value paid	currency value as per Commercial Invoice (D37) n currency Tender Rate of Exchange	Tender Rete of Exchange	Local value of Imports	port of entry	incurred ianding costs & duties (D41)	COST EXCIVAT	(D43)	Total imported (D44) Summar, c payments Local value
Description of In (03 Other foreig	gn currency p	Unit of measure (D34) Dayments Local supplier making the payment	(D35) Overseas benefictary	Overseas Supplier (D36) Colculation of forcig to ayments Foreign currency value paid	currency value as per Commercial Invoice (D37) n currency Tender Rate of Exchange	Tender Rete of Exchange (038)	Local value of imports (D39)	(D40)	incurred inading costs & duties (D41)	(D42) (D42) Imported value	(D43)	(D44) Summan, c payments local value o payments
Description of In (03 Other foreig	gn currency p	Unit of measure (D34) Dayments Local supplier making the payment	(D35) Overseas benefictary	Overseas Supplier (D36) Colculation of forcig to ayments Foreign currency value paid	currency value as per Commercial Invoice (D37) n currency Tender Rate of Exchange (D50)	Tender Rete of Exchange (D38)	Local value of imports (D39)	(D40)	incurred inading costs & duties & duties (D41)	(042) Imported value	(D43) by 3rd party	(D44) Summan, c payments local value o payments
Other foreig	gn currency p	Unit of measure (D34) Dayments Local supplier making the payment	(D35) Overseas benefictary	Overseas Supplier (D36) Colculation of forcig to ayments Foreign currency value paid	currency value as per Commercial Invoice (D37) n currency Tender Rate of Exchange (D50)	Tender Rete of Exchange (D38)	Local value of imports (D39)	(D40)	incurred inading costs & duties & duties (D41)	(D42) Imported value y tenderer and/4 (D32), (D45) & (1	(D43) by 3rd party or 3rd party 252) above this total mass	(D44) Summan, c payments local value o payments
	Tender descrip Designated Pro Tender Author Tendering Enth Yender Exchan A. Exempt Tender Item no's (D7) B. Imported Tender Item	Tender description: Designated Products: Tender Authority: Tendering Entity name: Yender Exchange Rate: A. Exempted imported Tender Item no's Description of (D7) Description of inc's	Tender description: Dessgnated Products: Tender Authority: Tendering Entity name: Yender Exchange Rate: A. Exempted imported content Tender Item no's Description of Imported content (D7) (D8) B. Imported directly by the Tenderer Tender Item no's Description of Imported content	Tender No. Tender description: Designated Products: Tender Authority: Tendering Entity name: Tender Exchange Rate: Pula A. Exempted imported content Tender Item no's Description of Imported content Local suppli	Tender No. Tender description: Designated Products: Tender Authority: Tendering Entity name: Tender Exchange Rate: Pula A. Exempted imported content Tender Item no's Description of imported content (D7) (D8) (D9) (D10) B. Imported directly by the Tenderer Tender Item no's Description of imported content Unit of measure Overseas Supplier	Tender No. Tender description: Designated Products: Tender Authority: Tender Exchange Rete: Pula Description of Imported content Tender Item no's Description of Imported content Description of Imported content Local supplier Overseas Supplier currency value as per Commercial Involve (D7) (D8) (D9) (D10) Description of Imported content Unit of measure Overseas Supplier Forign currency value as per Commercial Involve (D7) (D8) (D9) (D10) Tender Item no's Description of Imported content Unit of measure Overseas Supplier Commercial Involve Value as per Commercial	Tender No. Tender description: Designated Products: Tender Authority: Tender Exchange Rate: Pula Description of Imported content Tender Item no's Description of Imported content Local supplier Description of Imported content Tender Rate Overseas Supplier Tender Rate of Exchange	Tender No. Tender description: Designated Products: Tender Authority: Tender Exchange Rate: Pula Description of Imported content Tender Item no's Description of Imported content Description of Imported content Local supplier (D3) (D3) Description of Imported content Unit of measure Overseas Supplier Overseas Supplier Overseas Supplier Calculation of Imported Content Calculation of Imports Involce Involce Tender Rate Calculation of Imported Content Unit of measure Overseas Supplier Overseas Supplier Calculation of Imports Calculati	Tender No. Tender description: Designated Products: Tender Exchange Rate: Description of Imported content Description of Imported	Tender No. Tender description: Description of Imported content Tender leem no's Description of Imported content Tender leem no's Description of Imported content Unit of measure (D22) (D23) (D23) (D23) (D24) (D25) (D25) (D26) Instity NAT to be excluded from ell calculations Rate Rate Rate Rate Rate Rate Commencial invoice (D24) (D25) (D26) (D27) (D27) (D28) (D28) (D29) (D29) (D21) (D21) (D22) (D22) (D22) (D23) (D24) (D25) (D26) (D27) (D26) (D27) (D26)	Tender No. Tender description: Designated Products: Tender Exchange Rate: Pula EU R 9.00 GBP R 12.00 A. Exempted Imported content Tender Item no's Description of Imported content (D2) (D8) (D8) (D9) (D10) (D12) (D12) (D13) Tender Rate no's Description of Imported content Unit of measure Overseas Supplier Tender Rate no's Description of Imported content Unit of measure Overseas Supplier Tender Rate no's Description of Imported content Unit of measure Overseas Supplier Tender Rate no's Description of Imported content Unit of measure Overseas Supplier Tender Rate no's Description of Imported content Unit of measure Overseas Supplier Tender Rate no's Description of Imported content Unit of measure Overseas Supplier Tender Rate no's Description of Imported content Unit of measure Overseas Supplier Tender Rate no's Description of Imported content Unit of measure Overseas Supplier Tender Rate Note Indicating Tender Rate Note Indicating Incorporate Incor	Tender No. Tender Authority: Tender Exchange Rate: Pula Description of Imported Content Local supplier Description of Imported Content Tender Item no's Description of Imported Content Local supplier Description of Imported Content Tender Item no's Description of Imported Content Local supplier Description of Imported Content Tender Item no's Description of Imported Content Local supplier Description of Imported Content Tender Item no's Description of Imported Content Local supplier Description of Imported Content Tender Item no's Description of Imported Content Tender Item (D29) Tender Rate Involuge Imports Tender Rate Imports Incurred Imports Incurred Imports Incurred Imports All locally Incurred Imports Tender Rate Ten

SATS 1286.2011

Annex E

Tender No.		Note: Mare 1	
Tender description:		Note: VAT to be excluded for	om all calcu
Designated products:			
Tender Authority: Tendering Entity name:			
Local Products			
(Goods, Services and Works)	Description of Items purchased	Local suppliers	Valu
	(E6)	(E7)	(E8)
			(10)
<u> </u>			
 			
			=
	(en) martinul		
•	(E9) Total local product	s (Goods, Services and Works)	
(E10) Manpower costs (Ten	derer's manpower cost)	_	
(E11) Factory overheads (Ren	al, depreciation & amortisation, utility costs, co	onsumables etc.)	
		-	
(E12) Administration overheads a	nd mark-up (Marketing, insurance, financi	ng, Interest etc.)	
		(E13) Total local content	
		The state of the s	COLUMN TWO
		This total must correspond with	Annex C -
nature of tenderer from Annex B			
T. LUINGS IN MORE ARRIVED D			

SBD 4

DECLARATION OF INTEREST

- Any legal person, including persons employed by the state¹, or persons having a kinship with persons 1. 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
 - 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
- In order to give effect to the above, the following questionnaire must be completed and 2. Full Name of bidder or his or her representative: 2.1 2.2 Identity Number: Position occupied in the Company (director, trustee, shareholder²): 2.3 Company Registration Number: 2.4 Tax Reference Number: 2.5 VAT Registration Number: 2.6 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax 2.6.1 reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 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.

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7	.1 If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member: Name of state institution at which you or the person connected to the bidder is employed : Position occupied in the state institution:	
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2	.1 If yes, did you attached proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.	2 If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with	YES / NO

	the evaluation 2.9.1If so, furnish parti	and or adjudication of this	bid?		

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************			
2.10	aware of any relation any other bidder and	son connected with the bid nship (family, friend, other) any person employed by I with the evaluation and o	between the state	S/NO	
2.10.1	If so, furnish particula				

2.11.1 If so 3 Full c	o, furnish particulars:	interest in any other related idding for this contract? Sustees / members / shar Identity Number		r Number /	ployee Persal
				Number	

3

4	DECLARATION	
	I, THE UNDERSIGNED (NAME	<u>=)</u>
	CERTIFY THAT THE INFORMATION ACCEPT THAT THE STATE PARAGRAPH 23 OF THE GENEROVE TO BE FALSE.	ATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. E MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF NERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
	Signature	Date
	Position	Name of bidder

May 2011

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 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.
 - 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.
- 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.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

i, the undersigned, in submitting	the accompanying bid:	
	(Bid Number and Description)	
in response to the invitation for the	∋ bid made by:	
	(Name of Institution)	
do hereby make the following state	ments that I certify to be true and	complete in every respect:
certify, on behalf of :		·
I have read and I understand	(Name of Bidder)	that:

- 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;
 - could potentially submit a bid in response to this bid invitation, based on (b) their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same (c) line of business as the bidder

SBD 9

- 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:

 - (b) geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices; (c)
 - the intention or decision to submit or not to submit, a bid; (d)
 - the submission of a bid which does not meet the specifications and (e) conditions of the bid; or
 - bidding with the intention not to win the bid. (f)
- 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.

⁹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill

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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
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OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.
Site/building/institution involved:
Bid No:
Service:

THIS IS TO CERTIFY THAT (NAME):
ON BEHALF OF:
VISITED AND INSPECTED THE SITE ON(DATE)
AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE (PRINT NAME)
DATE:
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE (PRINT NAME)
DEPARTMENTAL STAMP: (OPTIONAL)
DATE: