



**agriculture
& rural development**

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

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

Quotation No: R/S/1920/2608

**TO PROCURE BUILD NEW NTANYEZULU DIP TANK IN WARD 1, UMZINYATHI
MSINGA OFFICE FOR FOOD SECURITY PROJECTS**

NAME OF BIDDER: _____

COMPULSORY SITE BRIEFING DETAILS

**NO COMPULSORY SITE BRIEFING REQUIRED BUT SUPPLIERS ARE
ENCOURAGED TO VISIT THE SITE AT THEIR OWN LEISURE TO ASSESS DISTANCE
AND ROAD CONDITIONS**

1. PRE-QUALIFICATION CRITERIA

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

REQUIREMENT – CIDB Grading: 1 /CE or above

For more information, please contact the following official:

**For: Technical Enquiries:
MISS HLT ZONDI
076 821 8469**

**For: Quotation/SCM enquiries:
Maureen Shabangu
033 3438375**

CLOSING DATE: 19 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/1920/2608	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 19/02/2020	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: BUILD NEW DIPTANK NTANYEZULU IN WARD 1 MSINGA UMZINTATHI DISTRICT	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

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.**

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

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
To procure, build new Ntanyezulu Dip Tank in Ward 1, Umzinyathi: Msinga office, approximately 25km away from Pomeroy Town:						
1	As per the attached specification					
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

*VAT Registration No. (Supplier) -----
 When Required (Requester) : 31/10/2019
 Where Required (Requester): Msinga Local Office
 Contact details of requester: Miss HLT Zondi
 TEL : 033493002/0768218469

COMPANY STAMP



PRICES ARE VALID FOR 30 60 90 DAYS

Mark one Box (X)

SIGNATURE
 DATE



agriculture
& rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

CONSTRUCTION OF NTANYEZULU DIP TANK PLUS ANIMAL HANDLING FACILITIES

PROJECT SPECIFICATIONS,
CONDITIONS OF CONTRACT AND
PRICING & PAYMENT SCHEDULES

2019

NO. OF DIPTANKS TO BE BUILT >>

1

REQUIRED CIDB GRADING >>

2CE

This document contains:

No.	Section	Pages
1	A - Project Particulars	2
2	B - General Conditions of Contract	3 - 13
3	C - Project Technical Specifications	14 - 17
4	ANNEXURE A: Pricing summary Dip tank 1 + 2	18
5	ANNEXURE B : Payment Schedule	19
6	ANNEXURE C : Additional Information	20
7	ANNEXURE D1: Schedule of Estimated Quantities Diptank	21
8	ANNEXURE E: Evaluation of Functionality	22 - 23
9	ANNEXURE F: Pro Forma Payment Certificate	24 - 25
10	DRAWING 1: Standard Dip tank plan	DR01



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A - PROJECT PARTICULARS

1) PROJECT DESCRIPTION / BACKGROUND

The project covers the supply of material, fittings & construction of Ntanyezulu cattle dip tank and associated animal handling facilities.

The works include the excavation of the pit(s) (holes) according to specification on the plan, construction of the reinforced concrete lining of the pits and dry races using approved methods, construction of the crush pen, bypass and entrance kraal with poles. It also includes the casting of concrete in the kraal area as well as the entrances and exit areas of the bypass. Please refer to the attached **typical cattle dip tank plan**.

2) LOCATION

○ Name of dip tank: Ntanyezulu Dip Tank

Location and road access: Umzinyathi District, Msinga local Municipality.

Co-ordinates: S 28° 36 16.6 E30 19 41.2

For exact location see attached map.

3) SCOPE

The contract covers the supply of all material and fitting and construction of all works relating to the new dip tank and animal handling facilities. The following are the detailed scope of works for the **new dip tank and animal handling facilities**: Details of these works are specified in *Section C: Project Technical Specifications*.

- **Site selection and establishment;**
- **Earthworks:** Excavate the pits to desired depth and width using suitable methods. Accuracy regarding the exit slope is very important. To ensure maximum accuracy final preparation must be done using picks and spades. See specifications and drawings.
- **Steel work:** the bending schedule for reinforcing the tanks is supplied with drawing and is to be followed precisely. This must be inspected and approved by the supervising engineer or his delegated representative. The base of the tanks must be prepared and cast first before any other concrete work is carried out. The base reinforcement must protrude from the base to ensure proper tying of the side wall reinforcing.
- **Form work:** pre-cut 20mm shutter boards must be used to do the form work. It must be supported in such a way that when casting commences, no “kick out” occurs. Form work must be inspected by the supervising engineer or his delegated representative before casting commences. Shuttering should be treated so that the concrete does not stick to it.
- **Concrete work:** mechanical concrete vibrator (petrol driven) must be used at all times and concrete should be cast in manageable amounts. If any defects occur, it must be patched to match the same finishing when the shuttering is removed.
- **Poles-** only pressure treated creosoted SABS approved standard poles to be used.
- **Strength of concrete - 30MPa**
- **Cover to reinforcement = 40mm**
- **Chamfer:** all sharp exposed edges to have chamfer of 25mm x 25mm.



B - GENERAL CONDITIONS OF CONTRACT

BID DOCUMENTATION

1) COMPETENCY OF THE CONTRACTOR

This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of **2CE**. The following minimum CIDB gradings apply:

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

The contractor is to submit evidence of his/her OWN registration. CIDB registration of possible sub-contractors would be recommended, but will not make up for non-registration by the contractor quoting/bidding for the work. The Department reserves itself the right to disqualify any quote/bid in the event of substantial unsatisfactory reports being obtained about the proponent of such a quote/bid. *ANNEXURE E gives the assessments criteria for the evaluation of the bid on functionality.*

2) BIDDERS TO CHECK COMPLETENESS OF DOCUMENT

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

3) COMPULSORY INFORMATION REQUIRED FROM BIDDERS

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

4) ALTERATIONS TO BID DOCUMENTS

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

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

5) SCHEDULE OF VARIATIONS

If the Bidder chooses to suggest alternatives in his bid proposal, these should be *at least* of equal standards to the original specifications. All materials used must be SABS approved. In the case of variations being suggested, the Bidder must describe the full details of such qualification or variation on the appropriate form (See SBD: Section M). Should there be insufficient space to fully describe the nature and details of the qualification or variations



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

6) APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here: SABS 1200 AA - 1986 (General - Small Works), SABS 1200 DA -1988 (Earthworks - Small Works) and SABS 1200GA - 1982 (Concrete - Small Works). All materials including concrete blocks, lintels, damp proofing, plumbing and drainage materials, steel structure, windows, doors, paints etc... to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "*the Standard (Abridged) Preamble for all trades*" which covers the following:

INDEX STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES

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

7)

8) VALIDITY PERIOD FOR BID

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

SITE CONDITIONS AND FACILITIES AVAILABLE:

9) COMPULSORY PRE-BID BRIEFING MEETING

A compulsory pre-Bid site briefing and consultation meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any Bid. (See attached Compulsory site inspection certificate to be completed) The date and time of the meeting will be published in the Bid Advertisement.

10) HANDOVER OF SITE TO CONTRACTOR

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

11) WATER AND POWER

There is no power or piped water available on site. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the tendered amount.

**12) 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.

13) 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.

14) LOCAL LABOUR

Unskilled labour may be available from the project participants or local community. The Contractor and the Departmental representative (local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour, provided that at least official gazetted minimum wages for that area be paid. Nobody besides those directly involved with the project (i.e.: the Contractors workers and local labour) are allowed on site. The Contractor shall provide his own trained and skilled labour. The Contractor will be responsible for all hiring, payment, housing and transport of any and all labour used for the contract duration.

15) 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.

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

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

17) EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to make good at his own cost any damage caused by him or his staff to existing infrastructure.

18) DAMAGE TO PROPERTY

If the Contractor or his workmen while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Employer, or any private property including: buildings, paving,



roads, fences, walls or grounds contiguous to the premises of the Employer on which he or they may be employed, the Contractor will be required to 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.

18) UNDERGROUND CABLES AND PIPES

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

19) DAILY RAINFALL RECORDS

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

20) INSPECTION OF WORK

The Head of Department or his Representative may at all reasonable times have access to the Works and/or the workshops or other place where work is being prepared for this Contract for inspection. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor as may think necessary.

Should the Head of Department or his Representative consider any materials objectionable or if it shall appear to him at any time during the construction, or prior to the expiry of the defect liability period, that any part thereof has been executed with unsound or imperfect materials or with unskilled or imperfect workmanship, the Engineer will notify the Contractor who shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials, and shall rectify or reconstruct the Works in whole or part, as the case may be at the Contractor's own proper cost or charge.

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

21) NOTICE OF COVERING WORK

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



COMPETENCY OF THE CONTRACTOR

22) CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

23) SUB-CONTRACTED WORK

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

24) VARIATIONS / 'AS BUILT' DETAILS

No variations or alterations may be made without the prior approval of the Regional Engineer. As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. These details will, where appropriate, be noted on the supplied drawing. All alterations will be deemed to have a zero additional cost implication. If any additional works are required that have an additional cost implication then these must first be authorized in writing by the Regional Engineer. Refer to Clause 41: Ancillary Materials, Services And Equipment.

25) VERIFICATION OF EXPERIENCE

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

26) EQUIPMENT & RESOURCES

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

27) LABOUR CAPACITY

The Bidder will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship.

The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If in the opinion of the Head of Department or his Representative any



person employed by the Contractor misconducts himself or is likely to cause or has caused quarrels, or delay, or is incompetent, the Contractor when so directed by the Head of Department or his Representative shall at once remove such person from the site.

PRELIMINARY CONDITIONS

28) LOCAL AND OTHER AUTHORITIES NOTICES AND FEES

The Contractor shall comply with and give notices required by any Act of Parliament, Act of the KwaZulu-Natal Provincial Legislature, Laws, Regulations and By-Laws of any Local Authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected, and he shall pay and indemnify the Employer against any fees or charges demandable by law there under in respect of the Works.

The Contractor, before making any variation from the Drawings and Specification necessitated by such compliance, shall give to the Regional Engineer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto. If the Contractor within twenty-one days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question, and any variation necessitated as aforesaid shall be deemed a variation and dealt with as such.

29) INSURANCES

All accepted approved contractors would be required to provide the following insurances for the project awarded to them:

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

GENERAL CONDITIONS

30) PROTECTION OF THE PUBLIC

The Contractor will be required to pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

31) SITE SAFETY

During the construction the regulations of the Occupational Health and Safety Act No. 85 of 1993 and Machinery and Occupational Safety Act (Act 6 of 1983) will apply. By submission of a Bid the Bidder acknowledges and agrees that, should this Bid be accepted, the Bidder, is an employer in his own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 and amendments thereto and the corresponding Construction Regulations 2003 will ensure that all Works to be performed or machinery and plant to be used in the Works will be in accordance with the provisions of such regulations. The Bidder also agrees that he is aware of the fully understands all the provisions of such regulations.



All equipment, machinery, tools and safety equipment used on site are to be in a safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The Contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration. All necessary safety equipment required to construct the facility must be used by the workers where appropriate and are for the contractor's responsibility and provisioning. A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act. The Contractor shall ensure the safety of all work left standing in an incomplete state during the construction and shall be responsible for all damage or loss caused by his failure to ensure the safety of such incomplete work.

Site operations requiring special attention include but are not limited to: Any excavations; plant, machinery and equipment operations; any chemical storage and usage whatsoever; any works requiring elevated personnel such as for roofing, elevated building works requiring ladders or scaffolding etc...; any works with overhead elevated operations or construction. Please also refer to item "Safety" in *Section C: Project Technical Specifications*.

32) 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.

33) INJURY TO PERSONS

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

34) DISAGREEMENTS

Notice of disagreement:

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

Ruling on disagreements:

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



PRICING AND PAYMENT STRUCTURES

35) FIXED PRICE CONTRACT

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

36) PRICING

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

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

- All items as described in the project specification are to be priced in full.
- Prices to exclude VAT.
- The costs for labour must be included in the rates/amounts tendered for the work items 2-9. Wages will be at least the minimum gazetted wages for that area during the period the work is done.
- Transport/Delivery costs must be included in the pricing. It must not be a separate item.
- VAT must be filled in as the sub total followed by the complete price for the entire project.
- The tendered price must have your company stamp, date and be signed by an authorised person.

37) QUANTITIES OF WORK

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

38) PROGRESS PAYMENTS

- .1 The contractor may submit claims for progress payments only on completion of the hereunder listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed, fitted or built up.
- .2 If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- .3 The contractor shall be paid in **up to a maximum** of five (5) instalments. Refer to ***ANNEXURE B: Work Phase Schedule for a New Diptank*** for the values of each phase. **Please note these values are primarily estimates of what part the work phase constitutes of the entire project, and do NOT reflect the exact amounts paid per payment. Usually payment certificates reflect work done in several work phases, which have not necessarily all been completed.** Verification of the % complete will be at the sole discretion of the Engineer.



- .4 ANNEXURE F presents a **pro forma payment certificate**. This will be used in conjunction with ANNEXURE B (Work phase schedule). The latter provides an approximate maximum to prevent over-payment of items that have been clearly over-priced.
- .5 Part payments will be made after the Department has approved the completion of each construction phase, in accordance with the retention clause (see Clause 39 below). The penultimate payment occurs after practical works completion. The final payment will be made after the 90 day retention period when the contractor has dealt with all defects.
- .6 If this contract involves the construction of more than one diptank, additional payments can be agreed upon and will be reflected in the Service Level Agreement.

39) RETENTION

A 10% retention will be withheld on part payments for each of the 4 construction phases. The Department will pay out this retention as the fifth payment at final completion after expiry of the defect liability period (90 days after practical completion), the bidder having eliminated all defects, if any. *See also ANNEXURE B: Work Phases Schedule for the Construction of a New Dip Tank.*

40) DEFECT LIABILITY PERIOD

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

If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

41) ANCILLARY MATERIALS, SERVICES AND EQUIPMENT

A fixed amount of R 40,000 has been set aside in *ANNEXURE D: Pricing Schedule* (item # 9) to cover any unforeseen expenditure not provided for in the Schedule of Quantities and which could occur due to project specific circumstances. If such a situation were to occur according to the contractor, he will notify the Engineer and seek his approval for expenditure against this item. Provided that approval was given, the contractor will be paid proven expenditure, plus the tendered mark up.

42) SERVICE LEVEL AGREEMENT

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



43) COMMENCEMENT OF THE WORKS

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

44) COMPLETION OF THE WORKS

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

45) RATE OF PROGRESS

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

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

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

46) TIME TO BE OF THE ESSENCE

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

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



- To provide such number of men, or purchase such materials, or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.

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

47) WORK SCHEDULE & PROGRESS PAYMENTS

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

SPECIAL CONDITIONS

48) PERIOD OF COMPLETION

The project is to be completed within **4 months after the date of award of Bid (120 calendar days)**, provided that the order was received within two weeks after award of the Bid. In case of the construction of more than one dip tank, an extended period could be agreed upon, which will be part of the Implementation plan/Work schedule as drawn up by the contractor before commencement of the works and included in the Service Level Agreement.

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

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

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



C) PROJECT TECHNICAL SPECIFICATIONS

1) CONTRACT SCOPE

Construction of a new dip tank and animal handling facilities as indicated in Section A: Project Particulars, clause 1. This is also the Pricing Schedules that has to be completed under ANNEXURE D (PRICING SCHEDULE)

- a. Supply and delivery all materials required for the structure.
- b. Excavation of the pit, steel and form work, lining the pit with the prescribed concrete.
- c. Casting and construction of the exit slope and dry race.
- d. Digging holes for the pole work, planting, aligning the poles to form the crush, bypass and kraal, bracing of the poles as per plan and fitting of neck clamp. Backfilling and compacting the soil around the poles.
- e. Clearing the sites from all rubble, spreading the excess soil from the pit and clear site of all excess material.

2) PRELIMINARIES AND GENERAL

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

3) EARTHWORKS AND SITE PREPARATIONS

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

- Site preparations & establishment: SABS 1200 AA (4)
 - Setting out of works: SABS 1200 AA (5.1.1)
 - Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy II for all bases.
 - Restricted Excavations: SABS 1200 AA (5); SABS 1200 DA (5.1; 5.2.2)
- .1 The site(s) must be cleared and stripped of all plant materials, roots and topsoil.
 - .2 The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled/replaced once all construction is complete.
 - .3 The site(s) is/are to be levelled prior to any construction. This includes excavation of in situ material to provide the pit.
 - .4 Materials excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used but not exceeding 150mm.

4) MATERIALS AND CONSTRUCTION

All materials must conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to Cement & Concrete Institute standards and recommendations.



Steel shuttering must be used except for the bottom 1300 mm where steel shuttering is unable to accommodate the inside shape of the tank. Only a maximum of 500 mm of casting will be allowed and a minimum of 3 days will be allowed for curing before shuttering can be removed. Adequate support must be provided for shuttering to prevent buckling, twisting and bulging.

5) 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)

Quality control through the slump test SABS 1200 GA (5.4.1.2) SABS method 862. The contractor is to supply the slump testing equipment.

Tolerances to SABS 1200 GA (6.4)

Formwork: Refer to SABS 1200 GA (4.4; 5.2)

Reinforcing: SABS 1200 GA (5.1)

Refer to standard concrete mixes specification.

STANDARD CONCRETE MIXES:

Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in table 5.1, and the Contractor is also referred to the foregoing preambles insofar as they apply: -

Class of Concrete	Estimated Minimum Compressive Strength in MPA at 28 Days	Maximum Nominal Size of Coarse Aggregate in mm	Proportion of Constituents		
			Cement (Parts)	Fine Aggregate (Parts)	Coarse Aggregate (Parts)
A	10	37,5	1 (=2 bags)	4	5
B	15	19,0	1 (=2 bags)	3	4
C	20	19,0	1 (=2 bags)	2½	3½
D	25	19,0	1 (=2 bags)	2	3
E	30	19,0	1 (=2 bags)	2	2½

Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water: cement ratio is 1 for a 10Mpa; 0.8 for a 15Mpa; 0.65 for a 20Mpa; 0.59 for a 25Mpa; 0.53 for a 30Mpa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.

FINISHES TO IN-SITU CONCRETE

Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level.

No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

Class U2 Wood Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screeded finish



is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

Class U3 Coarse Brush Surface Finish

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

Class U4 Steel Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
PLASTER CLASS				
	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (foundations, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

6) FILLING OF THE DIPTANK

- .1 After completion the dip tank should be filled with 17,000 litres of clean water. This water should be clear and visibly free of dissolved particles or pollution (vegetation, soil, animal or human waste), but need not be purified or treated.
- .2 The source of the water depends on the location of the site.
Two methods could be used:
 - The tank is filled with water brought in by one or more water tankers. If this is the case the contractor can claim the invoiced amount from the water supplier and will receive a mark-up of the percentage indicated in item 8.1 of ANNEXURE D: the Schedule of Quantities/Pricing schedule. If THE INVOICE exceeds R 25,000 the contractor will have to prove that the invoice is reasonable and market related, for example, by submission of three quotes.
 - The tank is filled with water pumped from a borehole, dam or other water source. In this case the standard compensation (item 8.2) will be R 3000. Contractor to provide a mark-up.
- .3 ***Both options in the pricing schedule should be priced in case water availability is not known.
If the water availability is known, the option not applicable should be scratched out at the site/bid briefing.***
- .4 ***Please note that only the amount for the applicable option will be paid out.***

7) SAFETY PRECAUTIONS ON SITE DURING CONSTRUCTION

- .1 One 5kg ozone friendly fire extinguisher and 1 fully fitted 1st aid box is to be available at all times.
- .2 All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing;



sound scaffolding; false work and bracing; ladders etc... all equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate.

.3 Refer to general conditions for site safety as included in the regulations of the ***Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)***. Site operations and conditions requiring special attention include but are not limited to:

- Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
- Lifting and lowering of materials or personnel in any way whatsoever.
- Personnel access and operations at raised levels or on raised platforms or scaffolding.
- Excavation works and holes are to be clearly indicated to prevent injury to personnel.
- Potential ingress of water on/through the site.
- Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc...
- Chemical transport, storage and usage whatsoever - this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete...
- Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
- Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
- A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act.
- Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.

8 TOILET FACILITIES

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

**ANNEXURE A : Pricing Summary New Dip Tank**>>>> Bring forward amounts of page 22.

ITEM #	DESCRIPTION	Sub Total Value Grand Total ®
1	<u>Ntanyeulu Dip Tank</u> Location: Umzinyath District, Msinga Municipality Dip tank and animal handling facilities (sub-total from Annexure D1)	Sub total Page 22 R.....
<i>Amount to be used for comparison of bids by SCM <<< SUB TOTAL (A)</i>		R
VAT (15%)		R
<i>Order value << TOTAL</i>		R

**ANNEXURE B : Work Phases Schedule for the Construction of a New Dip Tank**

Please note these values are primarily estimates of what part the work phase constitutes of the entire project, and do NOT reflect the exact amounts per part payment. Usually payment certificates reflect work done in several work phases, which do not necessarily have been completed.

Work phase No.	PHASE DESCRIPTION	App. % of work/ contract
1	Preliminary and general/Site establishment 1) Insurances, project risk, workman's compensation, UIF etc... 2) Project administration, services, external services, testing, safety, provision of all required equipment for works at required times etc... 3) Site preparation and establishment. Excavation of dip tank hole see Item 10, Annexure D	10%
2	Completion of concrete work for dip tank hole, Items 11, 12 and 13, Annexure D	25%
3	Excavation and Concrete work for dry race and kraal entrance	15%
4	Pole work and associated excavation and concrete work including by-pass entrance and exit (all pole holes, planting, compacting and bracing of poles, fitting of neck-clamp)	40%
5	Retention money 10% at final completion after 90 days	10%
	TOTAL	100%

**ANNEXURE C :****Additional Information**

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

1. EQUIPMENT & RESOURCES

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

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

2. EXPERIENCE

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

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

3. SUB CONTRACTED WORKS

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

#	Sub Contractor	Associated works	Percentage
1			
2			
3			
4			
5			

**ANNEXURE D1:****PRICING SCHEDULE – DIPTANK****>> A copy of this Pricing Schedule is to be attached at every claim**

Name of Dip tank:			Location:		
ITEM	DESCRIPTION	UNIT	QTY	Rate (Excl. VAT)	Amount (Excl. VAT)
1 PRELIMINARY AND GENERAL/SITE ESTABLISHMENT					
1.1	Insurance, project risk, workman's compensation, UIF. Project admin, provision of required equipment. Testing, safety, site establishment and site preparation, OSH reqs.	Sum	1		
2 EARTHWORKS					
2.1	Site clearance (removal of top 150mm of dip tank area & replacement where required)	m ²	200		
2.2	Levelling of site where required and excavation of tank and drying race (crush pen) to specified slope.	Sum	1		
2.3	Excavation of the tank hole	m ³	28		
2.4	Restricted backfill to 93% Mod AASHTO behind dip tank walls	m ³	20		
2.5	Cart away surplus material to spoil	Sum	1		
2.6	E/O for rock (<i>use of this item must be verified and approved by the Engineer</i>)	m ³	3		
3 CONCRETE					
3.1	30 MPa concrete	m ³	28		
4 POLES					
4.1	2.40m x 100-125mm Ø Posts	No.	85		
4.2	2.70m x 100-125mm Ø Posts	No.	35		
4.3	4.80m x 100-125mm Ø Posts	No.	125		
5 STEEL REINFORCEMENT					
5.1	R 10 x 0.350m - Pole bracing	No.	380		
5.2	R 10 x 1.625m – Pole bracing	No.	15		
5.3	Ref 311 mesh - 6m x 2.4m sheet for concrete	No.	4		
5.4	Ref 500 mesh – 6m x 2.4m sheet for concrete	No.	16		
5.5	R 8 (75m in total). See bending Schedule. Bars of 6m length	No.	13		
5.6	Y10 x 2.6m (See bending Schedule)	No.	1		
5.7	800mm x 102mm x 76mm x 10mm angle iron	No.	1		
6 STONE PITCHING					
6.1	Stone	m ²	10		
7 SHUTTERING AND FINISHING					
7.1	Formwork in small works etc. Rough formwork (incl. narrow widths and raking)	m ²	19		
7.2	Smooth formwork (incl. narrow widths and raking)	m ²	148		
7.3	U2 finish to base of tank, steps and drying race	m ²	33		
7.4	U4 finish to tops of walls	m ²	3.1		
8 FILLING OF THE TANK > See Section C, clause 6). Both options to be priced, but only applicable 1 to be claimed					
8.1	Option 1: Tank is filled with one or more water tankers	Sum	1		
8.2	Option 2: Tank is filled by pumping water from a nearby dam, bore hole or other water source.	Sum	1		
SUBTOTAL ITEMS 1-8				R	
9 ANCILLARY MATERIALS, SERVICES & EQUIPMENT					
9.1	Ancillary Materials, Services & Equipment 10% OF subtotal FOR ITEMS 1-8	Sum	1		
<<< (Amount to be carried forward to Annexure A)				TOTAL EXCL VAT	R

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

CRITERIA	GUIDELINES FOR EVALUATION
ABILITY + Capacity	➤ Access to equipment and resources to carry out the works to the standard as directed in the technical specifications.
CAPABILITY + Competency + Experience	➤ Demonstration of competency to render the required service & providing proof of registration with the CIDB. ➤ Bidders to provide evidence of similar projects completed recently i.e. not less than 2 projects and not more than 5 projects in the past 5 years.
METHODOLOGY	➤ Provide a short description of your intended implementation methodology indicating time frames to complete the work.

NOTE: In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.

Submissions will be scored using the below scoring table. This bid will be evaluated on functionality which will determine the capability, ability and capacity of the prospective bidders to provide the required goods or services for the department. A **minimum score of 60%** must be obtained by the bidder in order to qualify to be evaluated further for price.

TABLE 3: ASSESSMENT CRITERIA FOR THE EVALUATION OF THE FUNCTIONALITY

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



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



ANNEXURE F: PRO FORMA PAYMENT CERTIFICATE FOR DIPTANKS

Name of Dip tank:				Location:			
Claimant:				Date:		Claim No.	
A	B	C	D	E	F	G	H
ITEM	DESCRIPTION	UNIT	QTY	Rate (Excl. VAT)	Amount	% Completed	Claim (F x G)
1 PRELIMINARY AND GENERAL/SITE ESTABLISHMENT							
1.1	Insurance, project risk, workman's compensation, UIF. Project admin, provision of required equipment. Testing, safety, site establishment and site preparation, OSH reqs.	Sum	1				
2 EARTHWORKS							
2.1	Site clearance (removal of top 150mm of dip tank area & replacement where required)	m ²	200				
2.2	Levelling of site where required and excavation of tank and drying race (crush pen) to specified slope.	Sum	1				
2.3	Excavation of the tank hole	m ³	28				
2.4	Restricted backfill to 93% Mod AASHTO behind dip tank walls	m ³	20				
2.5	Cart away surplus material to spoil	Sum	1				
2.6	E/O for rock (<i>use of this item must be verified & approved by the Engineer</i>)	m ³	3				
3 CONCRETE							
3.1	30 MPa concrete	m ³	28				
4 POLES							
4.1	2.40m x 100-125mm Ø Posts	No.	85				
4.2	2.70m x 100-125mm Ø Posts	No.	35				
4.3	4.80m x 100-125mm Ø Posts	No.	125				
5 STEEL REINFORCEMENT							
5.1	R 10 x 0.350m - Pole bracing	No.	380				
5.2	R 10 x 1.625m - Pole bracing	No.	15				
5.3	Ref 311 mesh - 6m x 2.4m sheet for concrete	No.	4				
5.4	Ref 500 mesh - 6m x 2.4m sheet for concrete	No.	16				
5.5	R 8 (75m in total). See bending Schedule. Bars of 6m length	No.	13				
5.6	Y10 x 2.6m (See bending Schedule)	No.	1				
5.7	800mm x 102mm x 76mm x 10mm angle iron	No.	1				
6 STONE PITCHING							
6.1	Stone	m ²	10				



A	B	C	D	E	F	G	H
ITEM	DESCRIPTION	UNIT	QTY	Rate (Excl. VAT)	Amount	% Completed	Claim (F x G)
7 SHUTTERING AND FINISHING							
7.1	Formwork in small works etc. Rough formwork (incl. narrow widths and raking)	m ²	19				
7.2	Smooth formwork (incl. narrow widths and raking)	m ²	148				
7.3	U2 finish to base of tank, steps and drying race	m ²	33				
7.4	U4 finish to tops of walls	m ²	3.1				
8 FILLING OF THE TANK > See Section C, clause 6). Both options to be priced, but only applicable 1 to be claimed							
8.1	Option 1: Tank is filled with one or more water tankers	Sum	1				
8.2	Option 2: Tank is filled by pumping water from a nearby dam, bore hole or other water source.	Sum	1				
9 ANCILLARY MATERIALS, SERVICES & EQUIPMENT							
9.1	Ancillary Materials, Services & Equipment (Contingencies) <i>PLEASE NOTE</i> <i>Only pre-approved items will be paid from this. This item may therefore not be claimable in its entirety.</i>	Sum	1				
SUB-TOTAL EXCL VAT							
SUBTRACT: TOTAL OF PREVIOUS CLAIMS>>>							
TOTAL THIS CLAIM EX VAT							
SUBTRACT 10% RETENTION >>>							
TOTAL EX VAT							
VAT 15 %							
TOTAL AMOUNT OF THIS CLAIM							

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

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

2. Definitions

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

(b) I have satisfied myself that:

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

	Puja	EU	GBP

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content				Tender summary					
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value
 (C21) Total Exempt imported content
 (C22) Total Tender value net of exempt imported content
 (C23) Total imported content
 (C24) Total local content
 (C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond Annex C - C 21

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex E _____

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

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SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means -

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or

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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**

KINDLY COMPLETE PLEASE!!!

the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

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4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

KINDLY COMPLETE PLEASE!!!

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

 (Bid Number and Description)

in response to the invitation for the bid made by:

 (Name of Institution)

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

I certify, on behalf of : _____ that:
 (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

KINDLY COMPLETE PLEASE!!!

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:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

KINDLY COMPLETE PLEASE!!!

SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2