

UMZINYATHI DISTRICT DEVELOPMENT AGENCY



T-UDA-2023-02

SPECIFICATION AND BID DOCUMENT FOR T-UDA-2023-02: APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL 3.86 KM BONNOX FENCE AND CONSTRUCTION OF 8 X12M STORAGE SHED.

CLOSING DATE: 23rd January 2023

CLOSING TIME: 13H00 PM

NAME OF BIDDER:

POSTAL ADDRESS:

.....

.....

TELEPHONE NUMBER:

FAX NUMBER:

E- MAIL ADDRESS:

ADVERTISEMENT

ADVERT T-UDA-2023-02- APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL 3.86 KM BONNOX FENCE AND CONSTRUCTION OF 8 X12M STORAGE SHED

uMzinyathi District Development Agency seeks to enter into Service Level Agreement with non-profit companies to help the Agency to plan and implement inclusive agricultural economy projects within uMzinyathi District Municipality for a period of three years. The tender Document with Terms and Reference will be available from the website of uMzinyathi District Municipality. Successful applicants will help the Agency to prepare funding proposals, conduct feasibility studies and business plans and support the Agency to implement funded business plans.

Tender documents will be available as from, Thursday, **05th January, 2022** on the e-tender portal, The Municipal Website www.umzinyathi.gov.za, CIDB website and Ilanga Newspaper. All tenderers must be registered with Centralized Supplier Database (CSD) and must be Tax Compliant.

Failure not to obtain a Bid Document will result in the immediate disqualification of your bid. Bids may only be submitted on the bid specification documentation provided by the Municipality.

Tenders will be evaluated and adjudicated on the Functionality Criteria as specified in the tender documents and thereafter bidders who score a minimum required number of **70 points** will be shortlisted. All tenderers must be registered with Centralized Supplier Database (CSD) and must be Tax Compliant.

The following **Functionality Evaluation Criteria** will be applicable:

Evaluation Criteria	Maximum Allocated Points
Financial resources (Bank rating)	25
Tender's experience	35
Submission of a short description of the intended implementation methodology indicating time frame to complete work	25
Locality: Company offices/ Establishment	15
Total	100

The completed tender documents complying with all conditions of the tender must be enclosed in a sealed envelope and clearly marked: **APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL**

3.86 KM BONNOX FENCE AND CONSTRUCTION OF 8 X12M STORAGE SHED

must be deposited in the official tender box located at the reception area, **Princess Magogo Building, 39 Victoria Street, Dundee 3000**, no later than closing date **Monday, 23rd January 2023** which will be followed by a public opening. Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances be considered.

uMzinyathi District Municipality is not obliged to appoint the lowest bid and further reserves the right not to proceed herein and further reserves the right not to accept any bid or part thereof. No proposal will be considered from persons in the service of the state.

Enquiries can be directed to Mr. Doctor Xaba, & Mr. Ngcebo Sibisi Tel no: 087 527 0837, Cell 072 726 8434 / 081 4283134 and e-mail: agriculture@umziagency.co.za

SPECIAL CONDITIONS OF BID

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.

Sealed bids, clearly marked “**Bid No: T-UDA-2023-02 – APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL 3.86 KM BONNOX FENCE AND CONSTRUCTION OF 8 X12M STORAGE SHED**”

must be placed in the tender box situated in the foyer of the Princess Magogo Building, 39 Victoria Street, Dundee, not later than **Monday, 23rd January 2022, at 13H00.**

3. Bids must remain valid for a period of 120 days from closing date for submission of bids.
4. Bids shall be adjudicated in terms of the Supply Chain Management Policy of UMzinyathi District Development Agency.
5. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
6. Bidders must initial every page of the document.
7. The point allocation used for the adjudication of this bid is provided on MBD 6.1. This form must be duly completed and signed by the authorized person for preferential points to be allowed.
8. No bid shall be considered, unless it is submitted on the attached bidding documents.
9. Failure to complete the forms in every aspect as requested may invalidate the bid.
10. No bids submitted by telefax, telex, telegram or electronic mail will be considered.
11. All prices must be in South African currency.
12. Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.
13. Bidders will not be informed whether they have been successful, but the name of the successful bidder will be published on the municipal website.

GENERAL CONDITIONS OF CONTRACT

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28.1 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipal website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2When a supplier developed documentation / projects for the municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

7. Performance security

- 7.1Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1All pre-bidding testing will be for the account of the bidder.
- 8.2If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14.Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15.Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16.Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17.Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18.Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19.Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20.Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21.Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the firstmentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business

with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTIVE PRACTICES

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PHASE 1

Specific Objective:

Supply, deliver and fully erect a hinged joint fence of 3.68km.

- The fence must be erected in accordance with the specifications in the attached drawing, Drawing A1.

Scope Objectives:

Supply and erect a 1.2m hinged joint fence with 3 strands of double twist barbed wire above. Total height: 1.7m

The following services are required:

- | | |
|-----------|---|
| Supply: | - of the specified materials listed in the Bill of Quantities |
| Delivery: | - of all materials to Laughing Dairy Goat (Dundee) |
| Erection: | - according to the attached map, showing the fence layout. |
| | - according to the Agency Specifications in the attached drawing, drawing A1. |
| | - providing all equipment required for erection |
| | -sourcing of at least 50% unskilled labour from the local community. |

Inspection and reporting:

- Weekly inspection reports of progress must be submitted on Monday's morning to the contact person.
- On-site inspections will be conducted by agency staff to check all completed work before any payments can be made

- The contractor is responsible to check that the tendered distance is correct. Failure to check the distance before starting the installation will result in the contractor not being paid for any excess/extra material that the contractor has purchased.
- The contractor will only be paid for materials that have been used.
- Where the tendered distance is lower than the required distance 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 are to be kept by the service provider as only work that has been done will be paid for.
- Any fencing installed over the order amount will not be paid for unless prior permission has been obtained to exceed the order amount.
- Site meetings and project steering committee meetings to be held when necessary and minutes to be kept by the SP.

Deliverables:

- Fencing materials according to the Bill of Quantities.
- Construction of the fence according to the specifications provided in Drawing A1.
- If Drawing A1 was not attached to the tender documents it is the contractor's responsibility to obtain the drawing before submitting the tender.
- Failure to erect the fence according to the Agency specifications will result in the contractor having to re-install the fence at the contractor's own expense.
- Weekly written progress reports to the Local Agricultural Manager, outlining progress, daily activities and quantities of materials used.
- Submission of full close out report including materials used, job opportunities created in the duration of the project.
- Attendance of steering committee meetings and the provision of minutes if called for.
- The contract requires a minimum delivery RATE of 3 km of completed fencing per week.
- Any excess material STRICTLY to be left with the project beneficiaries.

Competence and Expertise:

- It is essential that the work be carried out by fully competent personnel with proven experience in fencing and Project Management.
- Competency: - only bidders with proven ability to complete 3 km of fencing per week shall be considered.
 - bidders are required to provide an implementation plan including time frames from start to finish.
 - failure to provide an implementation plan will invalidate the bid.
- Labour: skilled and semi-skilled labour only to be provided by the contractor. At least 50% unskilled labour is to be sourced from the local community.
- Site supervision: Project Manager/Technician on site to supervise work done, quality control and certify work for payment.
- Invoices will be paid within 30 days, provided that the progress has been inspected prior to the submission of the invoice.
- Bid Format: All documents in the bid document are to be completed. All quotations and claims must include VAT.

Validity Period for Bid:

Bids shall remain valid for a period of 120 days from the date that the bid closes.

Compulsory Pre-Bid Tender Meeting:

A compulsory pre-bid site meeting will be held with prospective bidders. Failure to attend this meeting will invalidate the bid.

Site Hand Over to the Contractor:

- The contractor will be introduced to the project participants following the awarding of the tender.
- The site will be handed over to the contractor who will control the site for the duration of the project.
- The contractor will be responsible for the administration, control and security for the site

- It is up to the contractor to arrange insurance as the contractor is responsible for any theft or damage that occurs on site.

Water and Electricity:

- The contractor shall make the necessary arrangements for the provision of any water and electricity
- Any cost to acquire water and electricity must be added to the bid amount as no extra funding will be received.

Housing of Contractor's Employees:

- No housing is available for the contractors' employees and the contractor shall make arrangements to and from site.
- It is up to the contractor to arrange any short-term accommodation with the project participants.
- The contractor is responsible for any financial expenses for housing employees on site.

Underground Cables and Pipes:

- If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity will cease until it is safe to continue.
- If the contractor damages any underground pipes or cables such damage will be repaired as soon as it is safe and possible by the contractor.

Insurance:

All accepted approved contractors shall be required to provide the following insurances for the project (s) awarded to them:

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

Specifications:

Refer to Bill of Quantities and Drawings.

- Spacing of wooden poles: 5.0m: 10% maximum deviation (0.5m) from the specified spacings will be allowed.
- Boxes: Box length to be 1.05m (half a pole length).
- Compaction: Normal manual force against the poles must be absorbed.
- Straining: The hinged joint section & barbed wire to be strained. If the fence is pulled down, it must recover to its original position.
- Fence is to be strained using appropriate straining equipment.
- Exposed Surfaces: All exposed surfaces where poles have been sawed off are to be painted with creosote.
-

Timetable/Timing:

- The contractor must be on site and commence construction no later than 1 week after on order has been issued.
- Where more than 1 payment is required, the contractor must indicate the number of part payments that will be required in the tender documents.
- Claims for work that has been completed and verified can be submitted on a monthly basis.
- Generally, no more than 1 claim per month will be accepted.

Bill of Quantities: For a bonnox Fence

No.	Item Description	Quantity Required		Unit Price	Total Cost
General:					
1	Site establishment.	Sum	1		
2	Site Clearing: Removal of any existing fences. Bush clearing	Sum	1		
Materials:					
3	Galvanized barbed wire 1.6mm diameter High Tensile double strand 845m per roll Fully Galvanised	14	Roll(s) of 845m length		
4	2.4m Standard Creosote Poles Pressure treated, SABS approved 100 - 125mmØ	986	Poles		
5	Hinged Joint Fence, 1.2m high (eg. Veldspan/Bonnox/or equivalent) Fully galvanised Vertical wire apertures:150mm. Horizontal wires at 75/8	38	Roll(s) of 100m length		
6	Galvanized Wire Staples 25mm x 2.5mm 500g packs	70	Pack(s)		
7	Gate: 900 (w) x 1800 (h)mm pedestrian gate Hot dip galvanized finish 40 - 50mm diam pipe frame wall thickness of 1.6mm min Hinge eye bolts, include chain	5	Gate(s)		
8	Gate: 3600 (w) x 1800 (h)mm Vehicle farm gate Hot dip galvanized finish 40 - 50mm diam pipe frame wall thickness of 1.6mm min Hinge eye bolts, include chain	4	Gate(s)		
9	Gate: 2400 (w) x 1800mm (h) tractor gate (2 frames per	8	Gate frames		
10	8 ga straining wire, 4mm diam, 5kg(50m) rolls Fully Galvanized	15	Roll(s)of 5kg		
11	12 ga binding wire, 2.5mm diam, 5kg (130m) roll Fully galvanized	6	Roll of 5kg		
12	Erection Cost	Sum	1		
13	Transport Cost, incl on/off loading & delivery off-loading	Sum	1		
14	Cement. Packets of 50 kg	No.			
15	Sand	m3			
16	Stone	m3			
SUB-TOTAL					
VAT					
TOTAL					

PHASE 2

1) PROJECT DESCRIPTION / BACKGROUND:

The project covers the construction of an 8m x 12m(18m) x 3.50m (column height) shed storage facility with an office and storeroom. The facility consists of a pre-manufactured certified steel portal frame structure with IBR roof sheets and cladding. The steel structure is to be built in as per the attached plans. The space between the portals is to be bricked up with cement blocks. Internal walling is required for the creation of a store room and office. A concrete floor is to be constructed throughout the facility. A concrete apron is to surround the facility.

2) LOCATION

uMzinyathi District Municipality

eNdumeni Local Municipality

1:50000 Map Reference: topo cadastral map

Site Co-Ordinates: 28°08'14.3" ' South; 30°11'13.3" East

The site is situated approximately 5 km N/S/W/E from Dundee town

3) SCOPE

The contract covers the supply of all material and fitting and construction of all works relating to the shed storage facility. The following are the detailed scope of works for the shed storage facility: Details of these works are specified in **Section C: Project Technical Specifications**.

- Site selection and establishment;
- Earthworks: Excavate topsoil from the shed area and surrounding zone ensuring that all bases will be located into 'cut'. See site preparation specification and drawing; Excavate site platform and banks to desired level and slopes.
- Bases: Accurately set out; excavate; cast and cure all concrete bases for the shed as per the attached plan with required reinforcing in bases as per specification.
- Steel structure: Supply and erection of an engineer certified steel portal frame structure with 0,5mm widespan Chromadek roof sheeting. The office and store room is to be fitted with bubble foil insulation under the roof sheeting suitably fitted and tensioned. The structure is to be fitted with the following finishes: roof closures throughout; guttering and down pipes; roof flashing and barge boards; side paneling as per drawing; roller door (3.1m wide x 3.0m high).
- Foundations: Excavate foundation trenches, dispose or stockpile soil, compact, provide and install foundation reinforcing, supply, mix, pour, compact, finish and cure concrete to level and specification.
- Foundation wall: Supply and delivery of materials for foundation wall, construction of foundation walls to specification.
- Floor: Excavate to final floor level, stockpile materials or dispose, compact in-situ material, Soil treatment (ant poisoning), damp proofing, provide and install formwork for floor (well/adequately braced). Provide and install reinforcement works for floor area and ramp in front of roller shutter door. Supply, mix, pour, compact, finish and cure concrete to specification.
- Walls: DPC placed under walls, walls built up including brick-reinforcing as specified, doors, windows, lintels, ring-beams and columns built in as specified.
- Supply and installation of a burglar gate (optional).

- Finishings: Plastering, Sills and window surrounds, Glazing, Painting, Tank stands and tanks, plumbing, guttering, Site clearing, topsoil replacement and re-shaping, repaint any damaged metalwork and paint exposed steelwork, final clean-up of site.

GENERAL CONDITIONS OF CONTRACT

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.

APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here: **SABS 1200 AA - 1986** (General - Small Works), **SABS 1200 DA - 1988** (Earthworks - Small Works) and **SABS 1200GA – 1982** (Concrete - Small Works). All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to “the Standard (Abridged) Preamble for all trades”, which covers the following (only the items in italics apply to this contract):

STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES

- EARTHWORKS
- CONCRETE, FORMWORK AND REINFORCEMENT
- BLOCK AND BRICKWORK
- WATERPROOFING
- CARPENTRY AND JOINERY
- FLOOR COVERINGS, PLASTIC LININGS, ETC.
- IRONMONGERY
- SCREEDING AND PLASTERING
- TILING
- DRAINAGE AND PLUMBING
- SANITARY PLUMBING AND FITTINGS
- FIRE EXTINGUISHERS
- GLAZING
- PAINTING

VALIDITY PERIOD FOR BIDS AND QUOTES

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

SITE CONDITIONS AND FACILITIES AVAILABLE:

COMPULSORY PRE-BID BRIEFING MEETING

A compulsory pre-quote/bid site briefing and consultation meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any quote/bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

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 in the administration, control and security on the site at all times during the contract duration.

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 Bid/quoted amount.

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.

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.

LOCAL LABOUR

Unskilled labour may be available from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour. Nobody besides those directly involved with the project (ie: the 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.

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.

MATERIALS: DELIVERY, ON&OFF-LOADING, STORAGE AND RESPONSIBILITY

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

EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

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

DAMAGE TO PROPERTY

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

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.

DAILY RAINFALL RECORDS

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

INSPECTIONS:

INSPECTION OF WORK

The Head of Department or his Representative may at all reasonable times have access to the Works and/or the workshops or other place where work is being prepared for this Contract for inspection. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor as may think necessary. Should the Head of Department or Representative consider any materials objectionable or if it shall appear to him at any time during the construction, or prior to the expiry of the defect liability period, that any part thereof has been executed with unsound or imperfect materials or with unskilled or imperfect workmanship, the Engineer will notify the Contractor who shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials, and shall rectify or reconstruct the Works in whole or part, as the case may be at the Contractor's own proper cost or charge.

NOTICE OF COVERING WORK

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

COMPETENCY OF THE CONTRACTOR:

This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of **at least 3CE or higher**. **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 Agency 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.

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 Regional Engineer.

VARIATIONS / 'AS BUILT' DETAILS

No variations or alterations may be made without the prior approval of the Regional Engineer or his delegated representative. As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. These details will,

where appropriate, be noted 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 be handled as a contingency and must first be authorized in writing by the Regional Engineer. Refer to notes on contingencies.

VERIFICATION OF EXPERIENCE

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

EQUIPMENT & RESOURCES

The proponent of a bid/quote shall in **Annexure C1 – Additional Information: Equipment and Resources** and by way of supplementary information satisfy the Agency that sufficient equipment is possessed to execute the services or an indication shall be given as to the manner in which such equipment would be sourced. Should (s)he not be able to prove possession of or ability to access sufficient equipment, the Bid/quote will be wholly disqualified. The Agency reserves the right to investigate the existence and/or proposed sourcing of equipment.

LABOUR CAPACITY

The proponent of a bid/quote will be required to satisfy the Agency 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 Agency or Delegated Representative any person employed by the Contractor misconducts himself or is likely to cause or has caused quarrels, or delay, or is incompetent, the Contractor when so directed by the Head of Agency or Delegated Representative shall at once remove such person from the site.

LOCAL AND OTHER AUTHORITIES' NOTICES AND FEES

The Contractor shall comply with and give notices required by any Act of Parliament, Act of the KwaZulu-Natal Provincial Legislature, Laws, Regulations and By-Laws of any Local Authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected, and he shall pay and indemnify the Employer against any fees or charges demandable by law thereunder in respect of the Works provided that the said fees and charges, if not expressly included in the Contract Sum or stated by way of Provisional Sum shall be added to the Contract Sum and be payable to the Contractor accordingly.

The Contractor before making any variation from the 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.

INSURANCE

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

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

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.

SITE SAFETY

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

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

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.

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.

DISAGREEMENTS

a) Notice of disagreement

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

(b) Ruling on disagreements

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

FIXED PRICE CONTRACT

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

PRICING - COMPLETENESS OF BID/QUOTE

Proponents of Bids/Quotes will be required to Bid for **all** services, products and commissioning as specified in this document and associated plans. **If (s)he does not Bid/quote on all items, his/her Bid/quote may be rejected.**

- i. All bid/quoted prices for separate items are to be in South African currency and must **exclude** VAT.
- ii. All items as described in the project specification are to be priced in full.
- iii. Transport/Delivery costs must be included in the pricing. It must not be a separate item.
- iv. VAT must be filled in as the sub total followed by the complete price for the entire project.
- v. The Bid price must have your company stamp, date and be signed by an authorised person.

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 CEO. Such a variation will be dealt with as a contingency only if the variation has an additional cost implication. See item on 'contingencies'. No objection to the description or terms of the Order in Writing will be entertained unless lodged in writing with the CEO within twenty-one (21) calendar days of the date of the order.

PROGRESS PAYMENTS

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

The contractor shall be paid in up to a maximum of seven installments. Refer to **ANNEXURE B: Payment Schedule** for the values of each phase. These values shall be adhered to during the payment process. Part payments will be made after the Agency has approved the completion of each construction phase, in accordance with the retention clause (see below). The penultimate payment occurs after practical works completion. The final payment will be made after the 90 day retention period when the contractor has dealt with all defects, if any.

RETENTION

A 10% retention will be withheld on payment for each of the six construction phases. The CEO will pay out half of this retention, or 5% of the bid value as part of the seventh payment, at **practical completion** of the works. The remainder, viz 5%, will be paid out at **final completion** after expiry of the defect liability period (90 days after practical completion), the bidder having eliminated all defects. See **ANNEXURE B: Payment Schedule** for details.

DEFECT LIABILITY PERIOD

An amount of 5% of the contract value for the works will be withheld as defect liability retention. This amount is included in the 10% retention. The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of three (3) months. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

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

ANCILLARY MATERIALS AND EQUIPMENT

A fixed amount of R 30,000 has been set aside to cover any unforeseen expenditure which was 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 a 10% mark up.

SERVICE LEVEL AGREEMENT

The successful Bidder and the Agency will sign a Service Level Agreement prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within 2 (two) weeks of receiving notification of a successful bid. A required payment schedule will be made in accordance with % works complete (based on installation/work completed on site). Verification of the % complete will be at the sole discretion of the Engineer.

COMMENCEMENT OF THE WORKS

The Agency 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 Agency representatives while work is in progress. The site will be handed back after practical completion. Site establishment must start **within two weeks**, and the actual works **within three weeks** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Agency reserves itself the right to cancel the contract and appoint one of the other contractors that have Bid for the works.

RATE OF PROGRESS

The Works shall be completed within the time period indicated on the official order form.

If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by any other causes beyond the Contractor's control then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Agency to extend the date of completion, stating the cause of delay and period of extension applied for. The Agency 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 Agency.

Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Agency 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 Agency will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

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

PROGRAMME AND PROGRESS PAYMENTS (AFTER CONTRACT AWARD) The contractor is to supply a Gantt chart with the proposed times of completion of each phase and associated progress payment request for the project. At least four (4) progress payments are suggested at any of the stages as detailed in **Annexure B**.

PERIOD OF COMPLETION

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

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 Agency may impose a fine as detailed below. The total will be subtracted from the retention allowance. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value. Refer also to the breach of contract and penalty clauses in ZNT 6, condition 4, section B. The Engineer may decide to deduct a penalty for late completion of up to **0.05% of the contract value per working day delay**. This will be deducted from the retention.

Project Technical Specifications

DETAILS OF THE CONTRACT

- .1 Supply all materials required for the structure.
- .2 Erection of complete steel structure including columns, beams, purlins, roofing, side cladding, access door and associated sundries (see attached drawing).
- .3 Construction of all sub and super structure, brickwork, drainage, flooring, aprons etc.
- .4 Supply & installation of finishes to the structure including guttering, down pipes, water tanks, tank stands & bases.

PRELIMINARIES AND GENERAL

The contractor is to note that all insurances (UIF, workmen'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.

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 must be cleared and stripped of all plant materials, roots and topsoil prior to site leveling. **Minimum size of the area to be cleared and leveled 22 x 18m.**
- .2 The cleared and stripped material is to be stockpiled away from the construction site and is to be leveled/replaced once all construction is complete.
- .3 The site is to be leveled prior to any construction. This includes excavation of in situ material to provide a level platform and well compacted sub base for the structure.
- .4 Material 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.
- .5 Compaction of the site shall take place at optimum moisture content (OMC) to a maximum dry density of at least 95% of Mod. AASHTO. The Contractor shall arrange independent compaction testing, before any building is taking place. At least 3 evenly distributed places per site shall be tested, once off, after completion of the platform and again after sufficient compaction (**test results are to be provided**). The platform is to be **inspected** prior to the pouring of any concrete.
- .6 Compaction of the foundation trenches and under floor fill is to meet or exceed that of the platform compaction as tested with a penetrometer (contractor to supply). The trenches are to be **inspected** prior to the pouring of any concrete.
- .7 Fences will be reinstated to the same condition as before their removal (where applicable).

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.

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. <>Refer to surface finishes 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: -

Concrete	Estimated	Maximum	Proportion of Constituents
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Class	Minimum Compressive Strength in MPA at 28 Days	Nominal Size of Coarse Aggregate in mm	Cement (Parts) ¹	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

¹ Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 33L or 0,033m³. **If the mix is made using wheelbarrows as measurement (65L or 0.65m³), the volume of 1 wheelbarrow would equate to 2 bags of cement.**

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 rescreeding 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 (fdns, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

STEEL STRUCTURE

- All elements are to be minimum Grade 300W (SABS 1431). The structure design must be designed by a qualified professional structural engineer and conform to SABS 0160 and 0162 design codes.

- The structure must be supplied with a professional engineer's certificate and general arrangement drawings. It must be designed for all applicable loading factors including snow loading where applicable.
- **Columns – Wall beams:** I section with suitable dimensions (minimum IPE AA160) to accommodate M150 blocks. Height: 3.50m
- **Roof beams:** minimum IPE140AA, 12 degrees (30 degrees in areas with snow) pitch. Portals spaced at 6m. Total number of portals: 3
- **Front portal:** 2 extra vertical PC180*70 channels at roller door entrance 3.00m apart to attach roller door to, plus 2 x CFLC125*75*20*2.0 supports (length 2500mm). See Drawings 3A & 3B). **Back portal:** 1 extra IPE160-AA in centre of portal.
- **Anchor plates** – suitable dimensions to match columns as per structural engineer's design.
- **Holding down bolts** – appropriate size to match columns as per structural engineers design.
- Hot dip galvanised **purlins** – slip tie, to suit beam spacing. Roof sheeting anchoring as per structural engineer's design. Minimum CFLC125*75*20*2.5mm
- **All fasteners, bearing bolts, friction grip bolts, welding and connections** to be supplied and all works to conform to the applicable SABS Code of Practices. Eg) Welding to SABS Code of Practice 044 etc...
- All **dimensions** of steel elements used are to be specified.
- **Concrete column footings** as per structural engineers design (minimum 25MPa, dimensions 800(l) x 800(w) x 700(d) mass concrete but structural engineers design to take preference).
- All steel column bases are to have square stub bases (approximately 150mm high) elevated approximately 150mm above the leveled earthworks platform.
- Galvanized metal **closures** between roof sheeting and purlins are to be provided for vermin proofing.
- **Double cross braces at the roof** (angle iron or round) between 2 columns; plus double cross braces behind the cladding on each side of the shed;
- **Priming** of structural steelwork: Surfaces are to be cleaned in accordance with SABS 064 and painted with red oxide zinc chromate primer or equivalent in accordance with SABS Specification 909 prior to delivery. Upon delivery to the site and again after erection any bared or damaged surfaces and connections are to be made good with similar primer.
- **Painting** of structural steelwork: Any surfaces that may be damaged/welded are to be rubbed down over to a sound surface and then restored by re-applying the removed coat properly merged in with the existing. Two finishing coats of Super Universal Enamel (NY-1G) or equivalent are to be applied after construction is complete to any exposed structural steelwork.

PAINTING OF STRUCTURAL STEELWORK

Priming: Priming of steelwork (non galvanized): Surfaces are to be cleaned in accordance with SABS 064 and painted with red oxide zinc chromate primer or equivalent in accordance with SABS Specification 909 prior to delivery. Upon delivery to the site and again after erection any bared or damaged surfaces and connections are to be made good with similar primer.

Finishing: Painting of steelwork (non galvanized): Any surfaces that may be damaged/welded are to be rubbed down over the damaged and surrounding area to a sound surface and then restored by re-applying the removed coat properly merged in with the existing. Two finishing coats of Super Universal Enamel (NY-1G) or equivalent are to be applied after construction is complete to any exposed structural steelwork. Galvanized surfaces requiring surface treatment are to be coated with cold galvanizing.

ROOFING AND CLADDING

- **Roof pitch** to be 10 degrees (standard) or 30 degrees (in areas with snow). Roof overhang of 250mm on sides and 150mm on gable ends.
- **Roof trusses and beams** to be supplied and erected.

- **Roof material:** 0.53mm Widespan chromadek (green) sheeting attached to purlins with self tapping roofing bolts, hook bolts or equivalent. In the roof there will be 6 "skylights": 6 sheets of 2.00m x 1.25m thick opaque polycarbonate widespan profile roof sheets. Roof to be 12900mm long, or 17 sheet widths (effective cover 762mm). *Overlap at gable ends: 450mm.* Four light windows will be placed above the general storage/ processing area, with the remaining 2 placed above the store room and office areas respectively (see Drawing 1).
- **Roof closures:** The enclosed structure is to be bird, and rat proof. Roof closures are required under the roof sheets at both the ridge (apex) and at the eaves (Chromadek metal profiles or poly-closures).
- All ridge cappings, flashings and barge boards are to be supplied and installed.
- **Insulation:** Alucushion Bubble foil insulation (or equivalent) on PVC straining wire (2.5mm min, wires 300mm apart) is required throughout the structure. To be well secured and fixed to the structure.
- **Roof ventilators:** 4 no. turbine ventilators (300mm throat diameter Whirly Bird type) are required on the roof areas covering the general storage area, distributed as on drawing.
- **Gutters:** Seamless aluminum gutters (total length: 13.00m) are to be provided- see item 10.4
- **Cladding:** The building will have 0.53mm widespan chromadek (green) cladding above the roller door and above the 2.5 m high wall above the 2.5m high block walls on the sides of the shed and above the door in the cladding as indicated on the drawing. The cladding must be erected at the same time as the steel structure is erected.
- All flashing and finishings to be provided.

FOUNDATIONS

- All foundations to be on suitable well compacted material (to extend through any fill material where applicable and well compacted). **The foundation trenches are to be inspected prior to the pouring of any concrete.**
- All external and internal walls are to be centrally constructed on a minimum 600x250mm strip footing, suitably reinforced with a minimum of 4 x Y12 OR 6 x Y10 rods throughout all foundations tied to base reinforcing and suitably tied together with stirrups (R6 @ 600mm CTC with a minimum cover of 40mm) to bending code 60 with shape code dimensions of A=150mm and B=350mm OR A=150mm and B=500mm.
- Class C concrete and surface finishes as per drawing (min U2 finish): $\pm 20\text{MPa}/19\text{mm}$, 1:2½:3½ mix, slump to SABS 1200GA (5.4.1.2). All foundations are to be properly cured for a minimum period of seven days by keeping moist and covered over this time or by applying a concrete curing compound (applied as per manufacturer's specifications).
- Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.

FOUNDATION WALLS

- The Exterior and Internal foundation walls are to be constructed of SABS standard stock bricks or SABS solid concrete brick units (220mm wide) with SABS galvanized brick force **in each course** installed to SABS installation practice. All brickwork shall be built in stretcher bond in class I mortar for foundation walls. The use of any clay masonry units require that the units are wet before being laid and the course of units last laid shall be wet before laying a fresh course upon it.
- Final foundation levels are to correspond to the floor slab level, min. 200mm above (leveled) ground level.
- The foundation wall is to be constructed as detailed in the drawing, using a double brick wall which contains galvanized SABS brick reinforcing in every course. The mortar is to be a rich mix (class I). Unless otherwise specified is to be Portland cement of normal setting quality, is to comply with SABS Specification 471, and must be used fresh. Cement containing more than 15% blast furnace slag will not be permitted to be used.
- Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.
- All brick/block work to be sealed with a **rich plaster mix on both sides** before backfilling with soil.
- Unless otherwise specified is to be Portland cement of normal setting quality, is to comply with SABS Specification 471, and must be used fresh.

FLOORS

- **Sub-Base:** The soil layer under the floor slab is to be well and uniformly compacted. Backfilling & soil compaction to SABS 1200 DA (3.2; 5.2.3.2). The floors are to be on a leveled base and well compacted to minimum 95% Mod AASHTO – Contractor to supply test results proving compaction results – Department Engineer to be notified of test and observe test procedures.
- **Base:** On top of the compacted soil a layer of 75mm of 19mm stone and 25mm of river sand will be applied and compacted. The floor base is to be inspected prior to the pouring of any concrete. **The base is to be inspected prior to laying of the damp proofing or pouring of any concrete.**
- Pest control soil poisoning is to be applied under floor by reputable pest control specialists (registered with the Department of Agriculture and members of the pest control association). Certification is to be provided.
- Damp proof sheeting SABS (minimum 250 micron thickness) is required throughout the structure.
- **Reinforcing: Ref 395** reinforcing mesh is required throughout the store room and shed area. It must be sized and placed so it doesn't go across the joints and is to be **inspected**. Ref 100 reinforcing mesh is required for the aprons and office area.
- **Floor:** Class D concrete and surface finishes as per drawing (min U2): $\geq 25\text{MPa}/19\text{mm}$, 1:2:3 mix, slump to SABS 1200GA (5.4.1.2). The main floor area is to be a minimum of 125mm thick with a class U2 finish. The office and store room floors are to be 100mm thick with a steel trowel finish, or alternatively be steel floated (U4 finish). The relevant concrete strength certification is to be supplied by the contractor. An **inspection** is required during the pouring of the concrete. Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.
- The floor slab is to be properly cured for a minimum period of seven days by keeping moist and covered over this time or by applying a concrete curing compound (applied as per manufacturer's specifications). The curing compound is to be applied after the floating process.
- The floor slab is to be jointed with joints spaced at a maximum spacing of 6mx3m (with reinforcing) or 3mx3m (without reinforcing). The entire floor must be cast in one pour and jointed using saw cuts 40mm deep to be done at the 'ideal' time (when slight raveling of the sawn surface is evident when cutting). Reinforcing is not to extend through joints. Refer to the attached plan.

Screed mixes where applicable: 1 part masonry cement (ENV 413-1) : 4 parts sand (SABS 1090) by volume.

- **Apron:** A concrete apron is to be constructed around the entire structure 500mm wide. The dimensions are to be 80mm thick and slope away from the structure. The aprons are to be constructed in panels not exceeding 3m length x 0,5m wide and reinforced (Ref 193 mesh).
- **Ramp:** A 3.00m wide, widening out to 5.00m, concrete ramp (20 MPa/19mm) is to be constructed of 3.00m length. The top of it must be level with the floor surface. Use Ref 395 reinforcement. Minimum thickness (at toe) 150mm. Base and sub base as per floor requirements.

SUPER STRUCTURE:

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)
 Tolerances to SABS 1200 GA (6.4)

PLASTER MIX: 1 part masonry cement (ENV 413-1) : 5 parts sand (SABS 1090) by volume.

Plaster must be greater than 10mm thickness- an average of 15mm thickness is assumed throughout.

PAINTING: 1 coat of plaster primer is to be applied followed by 2 coats of superior exterior PVA paint to be used for all external walls and internal walls.

WALLS

- SABS damp proof course is required at the base course above the floor slab level throughout.
- Blocks must be SABS approved. Use only SANS M150 blocks for all walls as indicated on the drawing. The use of any clay masonry units require that the units are wet before being laid and the course of units last laid shall be wet before laying a fresh course upon it. All block/brickwork shall be built in stretcher bond in class II mortar for super structure walls. The mortar is to be a general-purpose mix (class II). Unless otherwise specified is to be Portland cement of normal setting quality, is to comply with SABS Specification 471, and must be used fresh.
- All walls to be reinforced with brickforce (SABS) and reinforced as detailed on the drawing.

- **Walls to be built up to the roof for the store room and office sections.** Please refer to the drawing (hatched walls to be built up to roof).
- Both internal and external walls are to be **plastered and painted**.
- **An inspection** is required when the brickwork reaches lintel height (reinforcing ring beam complete).
- **An inspection** is required before the plastering of any walls.

ENTRANCES

- SABS approved concrete lintels to be used over all openings. All recommended transporting, conveying and installation methods including bracing and support of lintels and minimum overlaps of lintels into brickwork to be strictly adhered to.
- Galvanised steel doors and frames (D1) will be required for the structure (**three** in total).
- In addition, **one roller door** is required for the main access gate as indicated in the drawing.
- Below an example of the type of door envisaged for this shed, plus the specifications.
- A hasp and staple latch is required on the exterior door. Universal Enamel is to be painted for all non-galvanized steelwork finishing.
- The door selected by the contractor should closely resemble the pictured door, but may vary in one or more specifications. Contractor to submit type and make of door with the quote, plus, specifications indicating where the selected door deviates from the one shown above.
- In some cases the installation of a **hinged burglar gate (steel plated)** may be required in front of the entry door (see Drawing and the Schedule of Quantities and Works). Contractor to enquire at the bid briefing if this would be the case. ***Scratch out this item if it is not required.***

Specifications of shown roller door:

Width: 3100mm.

Height of door opening: 3000mm.

Curtain: Door features: 26 gauge, deep ribbed corrugation made of hard Grade E steel. Door may be clear galvanized steel or pre-painted with one coat siliconized polyester paint over primer on top coat and wash coat over primer on reverse side. Flexible PVC wear strips to be attached to the curtain to reduce friction and ensure a quiet and smooth operation.

Guides. Guides to be constructed of formed 14 gauge galvanized steel. *Polyethylene or rubber type wear strips to be attached inside the guides to reduce friction and ensure a quiet and smooth operation.*

Torque-Tube Assembly . Axles to be 1-5/6 to 2" O.D. steel tubing with springs of the oil tempered torsion type. Drums to be 14-16 gauge galvanized steel with 1-5/6 to 2" steel ball bearing staked in center. Top sheet to be made of 26 gauge galvanized steel.

Bottom

Bar

Assembly

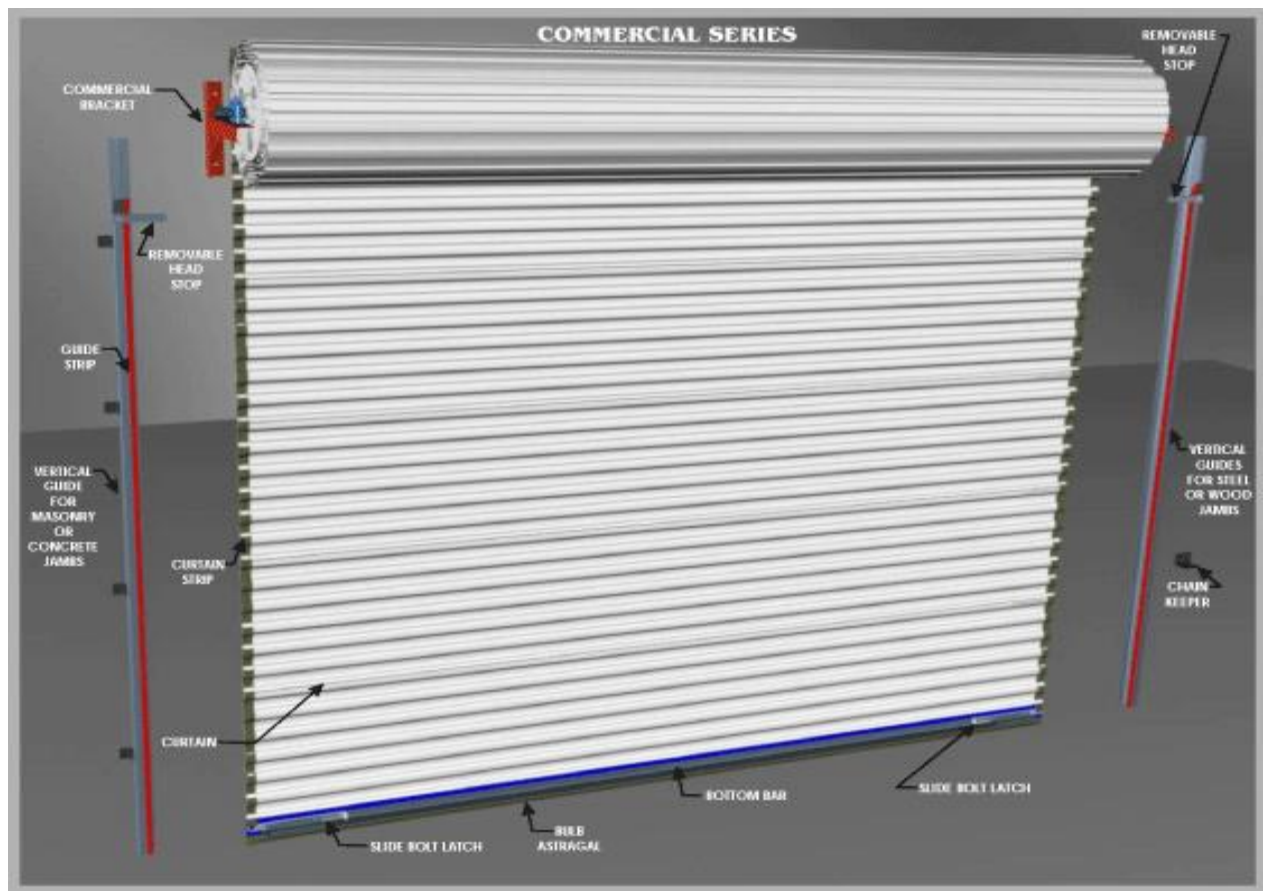
Bottom bars to be constructed of 6063-T6 aluminum extrusion reinforced by 2" x 1-1/2" galvanized steel angle, and to have a replaceable vinyl weather seal.

Hardware

Saddles are supplied in order to securely lock axle into place. Slide locks are provided for each side of door. Slide locks are of 10 gauge galvanized steel.

Operation

To be opened and closed with a manual rope operation, if available.



13) WINDOWS

- All windows to be steel (primed at factory) with brass stays, fasteners, handles and suitable glazing with factory fitted burglar guards. Super Universal Enamel is to be painted for all non-galvanized steelwork finishing. Alternatively galvanized windows may be used throughout which require no additional finishing.
- Windows required: -
 - a) 3 small windows - type NG1 or similar for storeroom.
 - o b) 1 large window- type ND4 or similar for office.

14) PLUMBING

- Two plastic water tanks (Jojo type or equivalent) are required (2500 l each). These tanks need to be installed onto concrete base approximately 400mm above the finished floor level. Care should be taken to properly compact the concrete slab base to prevent cracking. Stands to be 2.00 x 2.00m minimum.
 - o The tanks are to be elevated above the ground level but beneath the eaves to allow for rainwater harvesting from the structures roof.
- Seamless aluminium roof gutters and aluminium downpipes are to supply water to these tanks. The tanks are to be placed on the corners of the structure as indicated in the plan. A ball valve is to be connected to the outlet of each tank. The tanks must be well anchored and secured to the stands and to the bases. The overflow is to spill away from the structure.

DRAINAGE

- Seamless aluminum gutters are to be used to collect rainwater from the roof and supply the two water tanks. Down pipes are required along the length of the gutter either side of the structure. Refer to the drawing. These are required at the end of the structure.
- All guttering and down pipes must be adequately fixed to the roof and structure. The end gutters are to supply rainwater to the two tanks.

- All groundwater (surface) drainage must be diverted away from the structure during and after construction by the provision of a cut off drain above the slope cut face and also at the toe of the bank as per the site leveling diagram attached.

SAFETY

- .1 One 5kg ozone friendly fire extinguisher to be supplied and installed next to the pedestrian door and 1 fully fitted 1st aid box in steel bathroom cupboard is to be supplied and wall mounted in the office section.
- .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. 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.

FINISHINGS

- All fascia boards, closures, connectors and brackets to be supplied and installed.
- Sandpaper, paint brushes, turpentine and other miscellaneous sundries are to be allowed for.
- Store rooms to have good ventilation.
- Airbricks required: Total = 10 no. refer to the plan for positioning

Evaluation Criteria	Maximum Allocated Points
Financial resources (Bank rating)	25
Tender's experience	35
Submission of a short description of the intended implementation methodology indicating time frame to complete work	25
Locality: Company offices/ Establishment	15
Total	100

3. EVALUATION OF TENDER

Compulsory Returnable Documentation

Compulsory documents to be submitted:

- MBD 1: Invitation to Tender (must be completed and signed)
- Copy tax clearance certificate accompanied by a pin for further verification in the name of the tenderer
- MBD 3.1: Pricing Schedule
- MBD 4: Declaration of Interest
- MBD 6.1: Preferential Points system
- MBD 8: Declaration of past Supply Chain Management Practice
- MBD 9: Certificate of Independent Bid
- Certified Proof of company registration
- Certified copies of owners identity document (Not older than three months)
- Letter of Good Standing with other Organ of State,
- Statement of Municipal rates not older than 3 months.

VERY IMPORTANT:

IF ANY OF THE ABOVEMENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN THEIR ENTIRETY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE.

Bidders are encouraged to submit BBBEE certificate to claim their preference points.

No.	DESCRIPTION	POINTS
1	Price	80
2	BBBEE Status level of contribution	20
	TOTAL	100

Bidders are encouraged to submit BBBEE certificates to claim preference points.



Address: 44 Victoria Street,
Dundee, 3000

Tel: 087 527 0837

Email: info@umziagency.co.za

MBD1 PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMZINYATHI DISTRICT MUNICIPALITY					
BID NUMBER:	BID NO: T-UDA-2023-02	CLOSING DATE:	23 January 2023	CLOSING TIME:	13:00
DESCRIPTION	SUPPLY, DELIVERY AND INSTALLATION OF 3.68 KM BONNOX FENCE AND CONSTRUCTION OF 8 X 12M STORAGE SHED				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS)

39 VICTORIA STREET
DUNDEE
3000

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	PROJECTS &ASSETS	CONTACT PERSON	DOCTOR XABA
CONTACT PERSON	PROJECT AND ASSETS	TELEPHONE NUMBER	087 527 0837
TELEPHONE NUMBER	087 527 0837	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	agriculture@umziagency.co.za
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILEING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX	

COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.
--

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

B MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate/SARS compliance pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1

PRICING SCHEDULE – FIRM PRICES

DESCRIPTION	QUANTITY	AMOUNT
COMPANY STAMP		
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

CONDITIONS OF TENDER

- Price(s) quoted must be valid for at least thirty (30) days from date of offer for evaluation purposes.
- Price(s) quoted must be firm and include VAT
- Tenderers original valid tax clearance certificate must be attached.
- Tender original or certified B-BBEE Certificate must be attached to the document
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

MDB4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible

allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positioning relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

.....

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

5. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- Xf

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
--	----------	----------

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

.....COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.6 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered account number:

Stand Number:

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) 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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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 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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. 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>
• Wire Products	100%
• Cement	100%
• Frames	100%
• Steel	100%
• Roof and Cladding	100%
• Gutters	100%
• Bulk Material Handling	85%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.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.

4. 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/industrial_development/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
- (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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 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 %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

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

Signature of tenderer from Annex B

Date:

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R		
	(C21) Total Exempt imported content	R	
	(C22) Total Tender value net of exempt imported content	R	
		(C23) Total Imported content	R
		(C24) Total local content	R
		(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

EU

R

GBP

R

Note: VAT to be excluded from all calculations

A. Exempted imported content

Calculation of imported content									
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	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
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D19) Total exempt imported value

R

This total must correspond with Annex C - C 21

Summary

Tender Qty	Exempted imported value
(D17)	(D18)

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

**Signature of
tenderer from
Annex B**

Date:

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

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

2

**This total
must
correspond
with
Annex C -
C 23**

Local value of payments

(D51)

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

(E2)

Tender description:

(E3)

Designated products:

(E4)

Tender Authority:

(E5)

Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)	R

(E10)

Manpower costs

(Tenderer's manpower cost)

R

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R

(E13) Total local content

R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

MBD: 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as.....
accept your bid under reference numberdated.....for the supply
of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by
the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTIO N AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct
 - b.
 - c. in relation to such system;
 - d. been convicted for fraud or corruption during the past five years;
 - e. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE
 INFORMATION FURNISHED ON THIS
 DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME
 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) 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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD 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 (MBD 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.

MBD 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 Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89

of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
.....

Signature

Date

.....
.....

Position

Name of Bidder