



## agriculture & rural development

Department:  
agriculture  
& rural development  
**PROVINCE OF KWAZULU-NATAL**

### QUOTATION PAGE

QUOTATION NUMBER: R/S/1819/1429	VALIDITY PERIOD OF QUOTATION: 90 Days
CHIEF USER: 400A	CLOSING DATE:12/10/2018
REQUEST NO: UTHU FS/96	CLOSING TIME: <b>11:00</b>
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: <b>SUPPLY,DELIVER AND INSTALL IRRIGATION SYSTEM AT ALFRED DUMA LOCAL MUNICIPALITY</b>	COMPANY NAME:  Tel NO:- FAX NO:  CONTACT PERSON:  CENTRAL SUPPLIERS DATABASE NO: ..... ( To be completed by the supplier)
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
IS THE PRICE FIRM?	
DELIVERY PERIOD AFTER INITIAL ORDER	
DELIVERY PERIOD AFTER SUBSEQUENT ORDER	
WHERE ARE STOCK HELD? (PHYSICAL ADDRESS)	
QUOTATION PRICE EXCLUDING VAT	TOTAL: R .....
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R .....
COMPANY OFFICIAL STAMP (COMPULSORY)	..... NAME OF BIDDER  ..... SIGNATURE OF BIDDER  ..... DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER	.....( Supplier to complete)

**NB:** Quotations must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200  
Tel: (033) 343 8225/ 033 355 9184

**BILL OF QUANTITIES/ PRICING SCHEDULE****COMPANY NAME:****ADDRESS:****CONTACT PERSON:****CONTACT NUMBER:****FAX NUMBER:**

Supply deliver offload and install 4 ha irrigation for community gardens at Alfred Duma Local Municipality

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM	UNIT	QUANTITY	PRICE PER UNIT (Unit Price) (excl VAT in the case of registered VAT vendors)		AMOUNT	
				R	C	R	C
1	Supply deliver and install irrigation as per attached specification.	1ha	2				
<b>MATERIALS (GOODS) COSTS SUB-TOTAL</b>							
<b>LABOUR (IF APPLICABLE)</b>							
<b>DELIVERY (IF APPLICABLE)</b>							
<b>TOTAL</b>							
<b>14% VAT (*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS)</b>							
<b>TOTAL PRICE</b>							

Is your company a registered VAT vendor? Yes/ No (Circle what is applicable)

\* VAT registration number (Supplier): \_\_\_\_\_

**When required (Requester): 30 September 2018****Where required (Requester): Alfred Duma****Contact details of requester: F. D. Magubane****TEL: 036 6314908/076 967 1462****(COMPULSORY)****PRICES ARE VALID FOR..... DAYS****SIGNATURE.....****DATE.....**



## agriculture & environmental affairs

Department:  
Agriculture  
& Environmental Affairs  
PROVINCE OF KWAZULU-NATAL

### **BID DOCUMENT FOR THE SUPPLY, DELIVERY & INSTALLATION OF IRRIGATION FOR A 1HA SPRINKLER IRRIGATION SCHEME**

1. This document must be read in conjunction with Drawings (See Table of Contents). If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction. The same applies for purported differences between the technical specifications and schedule of quantities.
2. The Engineering Services Directorate (ESD) takes no responsibility for an implemented project on the basis of this document alone without any prior involvement of ESD before (partial) completion. This involvement consists of, but is not necessarily restricted to:
  - Signing off of the bid/quote document and Drawings by ESD;
  - Presence of ESD at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESD is informed of his/her intention to commence the work so that ESD presence can be assured.
  - Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.
3. District managers and other departmental end users are therefore required to involve ESD at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo is submitted.

#### Table of Contents:

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



## **BID SPECIFICATIONS FOR A 1.0 HA SPRINKLER IRRIGATION SCHEME**

**AUGUST 2018**

### **A) PROJECT PARTICULARS**

***Please note these are the bid specifications for a standard 1.0ha irrigation scheme.  
The as-built layout and specifications may therefore vary from site to site.  
See Section C (Project Specifications) for details.***

#### **1) SCOPE**

The contract covers the supply of all irrigation material including piping, fittings, and pump/motor combination and full installation of irrigation system for this project.

#### **2) ACCESS TO SITE**

The exact location will be established at the bid/site briefing.

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

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

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

#### **2) VALIDITY**

- 2.1 All prices must be valid for a period of **four months (120 days)** from the closing date of the bid.

#### **3) FIXED PRICE CONTRACT**

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

#### **4) PRICING (SEE ANNEXURE A – PRICING SCHEDULE)**

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

#### **5) PENALTY CLAUSE**

- 5.1 Refer to the breach of contract and penalty clauses in ZNT 6, condition 4, section B.

#### **6) WARRANTY**

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



**7) APPLICABLE STANDARDISED SPECIFICATIONS**

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

**8) PAYMENTS**

8.1 All deliveries are to be checked by a departmental representative prior to installation and certified accordingly. A single payment will only be made after the work has been completed and inspected by the Engineer.

**9) SERVICE LEVEL AGREEMENT**

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

**10) SITE FACILITIES AVAILABLE**

**10.1 WATER AND SERVICES**

Generally no telephone connection, power or water are available on site. The Contractor shall make the necessary arrangements for the provision of water and services required at the contractors own cost.

For unskilled work, the assistance of community members can be utilized at the contractor's costs and all negotiations with the community members will be the contractor's responsibility and not the Departments. The contractor will **not** be permitted to employ local skilled labour. He shall provide his own skilled labour.

**10.2 LOCATION OF CAMP**

The Contractor's camp may be erected on the site of the works. No persons other than a night watchman may sleep in the camp without the approval of the school principal.

**10.3 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 school principal. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

**10.4 SAFETY**

All safety measures including the provision of the Machinery and Occupational Safety Act (Act 6 of 1983) are to be adhered to.

**11) DELIVERY OF MATERIALS**

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

**12) ABNORMAL RAINFALL**

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

**13) 'AS BUILT' DETAILS**





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

#### 14) PROGRAMME

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

## C) PROJECT TECHNICAL SPECIFICATIONS

### SPECIAL CONDITIONS FOR THIS PROJECT

- *It is important to note that the supplied technical specifications (design, drawing and bill of quantities) are merely a guide as they pertain to the preferred Option A, a standard irrigation scheme of 100m x 100m. However, the actual dimensions of the scheme for which this bid is invited may differ. **Any deviation from Option A, like the presented rectangular Option B or layouts of other shapes, will first have to be discussed with a Departmental Engineering representative before the start of any work or ordering of any material.***
- *Site specific circumstances will determine the **actual** specifications and it is suggested that the attached documents be priced with the understanding that the final specifications may have to be adapted to reflect the on-site conditions. Terrain slope, the shape of the lands, static lift and actual length of the mainline (the BoQ assumes a length of 500m) are some of the factors the service provider will have to investigate and compare with the supplied specifications. In most cases an adjustment will have to be made in order for the irrigation scheme to be successful.*
- *In case of the presence of limiting factors for (parts of) the project area (e.g. insufficient water availability, slopes greater than 12% or poor soils) the design size and quantities of material required must be reduced to suit the situation on site. A pro rata amount will then be paid based on the implemented system. It is envisaged that this will be conducted in consultation with the Department and in a professional manner in order not to jeopardize future dealings with this Department.*
- *The onus is on the service provider to ensure that the final product is a system that will operate in an efficient and effective manner and which will confirm to all irrigation (SABI) norms and standards.*
- *Furthermore, as it is expected to be a system the local community should be able to manage, the system users should be trained in operation and maintenance procedures and principles (see also Clause C.4.2).*

#### C.1) DETAILS OF CONTRACT

- C.1.1 The scheme layout must conform to the generic design as presented in Annexure A. However, the attached Bill of Quantities (Annexure B) must be checked and verified by the Bidder. The contractor may, **after** approval by the departmental representative, make adaptations to the original design if:
- site conditions require so and/or
  - these are deemed to constitute an improvement to the design *and*
  - they will not increase the overall cost of the scheme.

All proposed changes must be accepted by the Regional Engineer prior to the ordering of materials/ installation and be confirmed in writing.

- C.1.2 The layout must be pegged out by contractor and will be checked by departmental representative. Trenches to be dug using suitable plant or local labour. Minimum trench depth must be **600mm**.
- C.1.3 All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the beneficiaries to safeguard it prior to installation. Alternatively material can be delivered in batches, as and when required. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.
- C.1.4 The supply and installation of all required material including piping, pump, motor.



- C.1.5 Surplus material will be retained by the Department. Should any surplus material be taken by the contractor or any material not be supplied, payment will be made based on what has been actually supplied/used/put in the scheme.
- C.1.6 All material must be checked by a departmental representative prior to installation and testing. All joints are to be left uncovered for inspection purposes and are only to be covered after inspection by departmental engineering representative and after he/she is satisfied that there are no leaks or other faults.
- C.1.7 The scheme must be fully tested and commissioned in the presence of an Engineering representative of the Department. **The contractor will remain responsible for the scheme including all materials, and the official hand over and final payment will not take place, until such time that the entire scheme is fully functional and all leaks etc have been repaired.**
- C.1.8 The Bidder will be required to satisfy the Department that a sufficient and experienced skilled and semi skilled **labour force** is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship. **The Bidder will be required to submit a list of references/ projects (ANNEXURE C: References)** to enable the Department to inspect previously completed work and assess the capacity of the Bidder. **Furthermore the Bidder will be required to source local subcontractors and labour (see C.4.1).**
- C.1.9 The Bidder should have a **minimum CIDB designation of 2 CE/SH/ME.**

## C.2) PIPING

- C.2.1 All piping must be SABS approved and of the correct class.
- C.2.2 All appropriate fittings are to be supplied including any additional material for breakage and/or unforeseen events.
- C.2.3 Equipment, pipes and other materials which are damaged before or during delivery, or during the testing of the scheme before commissioning, are to be replaced by the contractor *at no extra cost to the Department.*

## C.3) PUMP AND MOTOR

- C.3.1 The proposed pump performance specification including NPSH curves **must** be supplied with the bid. **The bid will not be considered if this information is not attached to the bid.**
- C.3.2 The unit must be mounted on a suitable trolley fitted with pneumatic wheels and a handle bar that is able to swivel.
- C.3.3 All necessary fittings, adaptors, reticulation, reducers, priming funnels, tools etc should be supplied with the unit.
- C.3.4 The pump must be a **twin stage** type and both the pump and motor combination must be a reputable brand with sound backing in terms of warranty and support.

## C.4) LABOUR AND TRAINING

- C.4.1 It is required that the trenching, pipe laying and block laying for pump house be subcontracted to local contractors in order to develop local BEE contractors. In the situation where this is not possible local labor must be used (50% of the total labor value). It is required that the subcontractor be paid every two weeks.
- C.4.2 During pipe laying and installation the community must be intensively involved and trained on all aspects of the reticulation especially with respect to maintenance. The following **extensive** training in the operation and maintenance of the scheme **must** be provided before hand over of the scheme to the beneficiaries:
- Priming of the pump;
  - Operation of pump and engine, including operating the motor at optimum speed.
  - Basic maintenance including service intervals, what to change (and when), checking of the oil and the water for the bleeding of pump.
  - Operation of the mobile elements of the system (hooking up of the suction pipes and dragline hoses);
  - Identification of leaks and basic repairs:
    - Repair of leaks in underground piping with duct tape (temporary);
    - Replacement of the broken section with a coupling and/or new piping.
  - Management and operation of system.



Training dates to be confirmed with the Department and the actual training to be conducted in the presence of Departmental staff and project beneficiaries.

**C.5) SAFETY**

C.5.1 All safety equipment required to construct the facility is for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; false work and bracing; ladders etc... all equipment, tools, offloading and safety equipment are to be in a safe operating condition and all necessary safety procedures are to be adopted where appropriate. Compliance with the Occupational Health and Safety Act (Act No. 85 of 1993) where applicable is compulsory.

**C.6) COMPULSORY INFORMATION REQUIRED:**

The Bidder is to attach the following information with their bid:

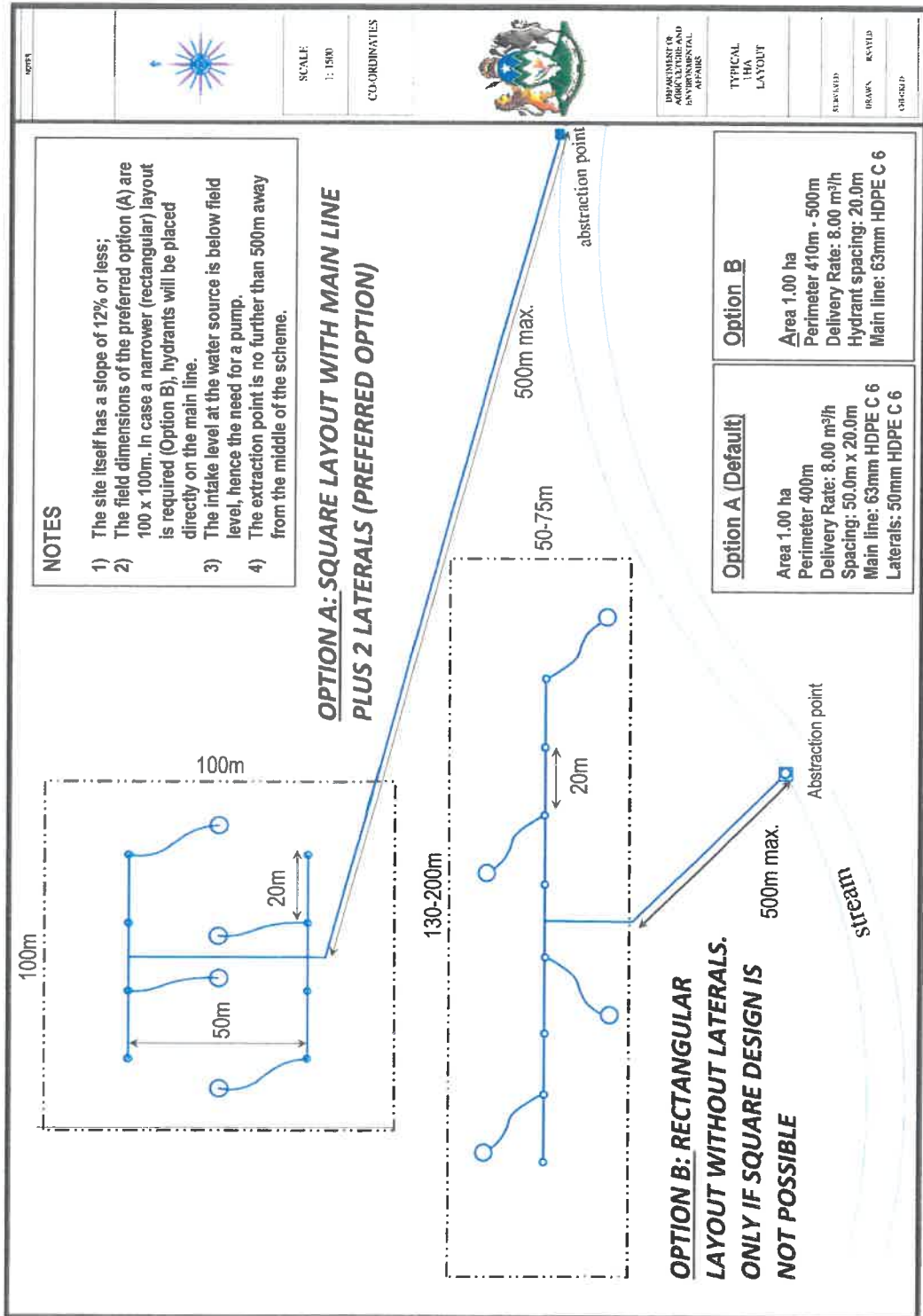
INFORMATION AND DOCUMENTATION	FOR OFFICE USE ONLY	
	YES	NO
• Pump performance specifications and NPSH curves.		
• Motor specifications.		
• Drawing indicating the proposed layout of the pump, motor, pipes and fittings and electrical layout of the works.		
• Annexure B fully completed.		
• Annexure C fully completed.		
• Proof of CIDB grading.		
• All other necessary documents.		





**ANNEXURE A: GENERAL LAYOUT OF A 1 HA SPRINKLER IRRIGATION SCHEME**

Of the 2 options presented below, option A would be the default one. Only if a square layout is not possible, a rectangular design should be implemented. Departmental Engineering staff to advise on final layout before commencement of the works.





**ANNEXURE B**

**PRICING SCHEDULE/ BILL OF QUANTITIES**

ANNEXURE B : Price of piping, fittings and pump unit					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>Piping</b>				
1.1	63mm HDPE C6 piping (100m lengths)	roll	4		
1.2	50mm HDPE C6 piping (100m lengths)	roll	1		
<b>2</b>	<b>Fittings and connections</b>				
2.1	63 x 50mm reducer couplings	no	4		
2.2	63mm compression couplings	no	3		
2.3	63mm equal tee	no	3		
2.4	63mm compression elbow	no	1		
2.5	50mm compression endcaps	no	4		
2.6	50mm x 1" saddles	no	8		
2.7	VYR-36AF sprinkler (1,8bar with 4mm nozzle)	no	8		
2.8	500mm sprinkler stands	no	8		
2.9	20mm dragline hoses (18m length)	no	8		
2.10	20mm hose clamps	no	8		
2.11	1" hydromatic valve (spring loaded)	no	8		
2.12	1" plastic risers (600mm length)	no	8		
2.13	20mm pipelets	no	8		
<b>3</b>	<b>Pump unit and fittings</b>				
3.1	Honda Normac Twin Stage pump (48m@8m <sup>3</sup> /h) + petrol motor with all accessories	no	1		
3.2	Pump and all accessories mounted on frame with pneumatic wheels and swivel handlebar	no	1		
3.3	Hand pump to inflate tyres	no	1		
3.4	2" heavy duty suction pipe, green (4m length)	no	1		
3.5	2" rubber hose delivery pipe (3m length)	no	1		
3.6	2" 'Perrot' type swaged female couplings	no	2		
3.7	2" 'Perrot' type screwed male couplings	no	3		
3.8	2" galvanized 'flowmax' type footvalve/strainer, swaged	no	1		
3.9	2" heavy duty clamps	no	5		
3.10	63mm x 2" male adaptor	no	1		
3.11	2" galvanized barrel nipple	no	2		
3.12	2" brass non-return valve	no	1		
3.13	2" galvanized elbow (female)	no	2		
3.14	2" galvanized stand pipe (1m length)	no	2		
3.15	Thread tape	no	10		
3.16	Extra reducers on pipework to suit pump installation	no	sum		
<b>4</b>	<b>Miscellaneous</b>				
4.1	Concrete to anchor stand pipe	no	sum		
<b>5</b>	<b>Trenching and backfilling</b>				
5.1	Digging of trench to 600mm depth (300mm wide)	metre	500		
5.2	Backfilling of trenches after pipelay and inspection	metre	500		
<b>6</b>	<b>Labor</b>				
6.1	Pipelay and installation	no	sum		
6.2	All other labor incl off loading of material	no	sum		
<b>7</b>	<b>Transport</b>				
7.1	All transport incl delivery of materials, site visits, transport of labor etc	no	sum		
<b>Total (excluding VAT)</b>					
<b>VAT (for VAT vendors)</b>					
<b>TOTAL</b>					



**ANNEXURE C:**

**EXPERIENCE**

Please provide an indication of your experience and expertise by completing the table below (minimum 2, maximum 5 projects in the past 5 years).

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

## DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number: .....

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

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**





**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

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

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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.

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Signature

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Date

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Position

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Name of Bidder

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