



agriculture & rural development

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

INVITATION OF QUOTATION ABOVE R30,000.00

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A **VALID TAX COMPLIANCE STATUS PIN AND VALID BBBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/S/1819/1537	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 21 DECEMBER 2018	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: Supply.Deliver and Install irrigation at Folweni, Mbumbulu	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
NUMBER OF PAGES SUBMITTED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

NB: QUOTATION FOR THE ATTENTION OF: Nomthandazo Zulu

TELEPHONE NUMBER: 033 355 9184

NB:

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

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

QUOTATIONS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: THE DEPARTMENT OF AGRICULTURE & RURAL DEVELOPMENT: SCM OFFICES: 1 CEDARA ROAD

ANNEXURE A

COMPANY NAME

ADDRESS

CONTACT PERSON

CONTACT NUMBER

FAX NUMBER

EMAIL ADDRESS

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
	According to Departmental design and specification as per attached bid document – see bill of quantities:	With 1 payment				
1	Supply, deliver and install irrigation system according to the departmental design and specifications for 1 project • Sophumelela 0.5ha	1 project				
NOTE						
	ARE YOU A VAT REGISTERED SUPPLIER	YES: _____	NO: _____			
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						

*VAT Registration No. (Supplier) _____

When Required (Requester): 29/10/ 2018

Where Required (Requester): UMBUMBULU

Contact details of requester: Mr X.E Jwara

Tel: 082 922 0139

(COMPULSORY)

COMPANY STAMP



PRICES ARE VALID FOR..... DAYS

SIGNATURE

DATE



BID DOCUMENT FOR THE
SUPPLY, DELIVERY & INSTALLATION OF A
0.5 HA SPRINKLER IRRIGATION SCHEME AT
SOPHUMELELA GARDEN

PROJECT NAME: SOPHUMELELA 0.5HA IRRIGATION SCHEME

PROJECT DESCRIPTION

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.

PROJECT LOCATION

District eThekweni DM

The site is situated near Isipingo, at approximately 20 km South/West of Isipingo

Project Coordinates 29°59'8.41"S 30°49'31.71"E

DOCUMENT DATA (FOR INTERNAL USE ONLY)

1) Name of official responsible for attaching this bid document to the request memo:

2) Designation of official (post + station):

3) Date when bid document was obtained:

4 Origin of bid document. Tick applicable box

- (a) copied from original at Hilton head office
- (b) sent electronically from Head office and printed out (provide sender's name)
.....
- (c) sent electronically by an Engineering colleague not from Hilton (provide name)
.....
- (d) copy of a hard copy
- (e) Other

**DISCLAIMER**

1. 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	Disclaimer & Table of Contents	2	Read
3	A - Project Particulars	3	Read
4	B - Special Conditions of Contract	3 - 10	Read
5	C - Project Technical Specifications	11 - 13	Read
6	ANNEXURE A : Layout of the Scheme	14	Read
7	ANNEXURE B : Pricing Schedule/ Bill of quantities	15 -16	Complete
8	ANNEXURE C : Experience	17	Complete
9	ANNEXURE D : Bid Evaluation Criteria	18 - 19	Read

**BID SPECIFICATIONS FOR SOPHUMELELA SPRINKLER IRRIGATION SCHEME****A | PROJECT PARTICULARS****1) SCOPE**

The contract covers the supply of all irrigation material including piping, fittings, and pump/motor combination and full installation of 0.5 ha irrigation system for Sophumelela project.

2) ACCESS TO SITE

Sophumelela garden is located within eThekweni municipality, Umbumbulu sub district at Isipingo in the following 29°59'8.41"S 30°49'31.71"E

B | GENERAL CONDITIONS OF CONTRACT**1) BIDDERS TO CHECK COMPLETENESS OF DOCUMENT**

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

2) SCHEDULE OF VARIATIONS

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

3) APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

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

4) VALIDITY PERIOD FOR BIDS AND QUOTES

Quotes shall remain valid for a period of 90 days after the closing day for the quote. Prices are assumed firm for the entire period of the project

5) COMPULSORY PRE-BID BRIEFING MEETING

A compulsory site briefing and consultation meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be published in the Bid



Advertisement or be communicated when the prospective service provider is invited to quote.

6) HANDOVER OF SITE TO CONTRACTOR

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

7) WATER AND POWER

In most cases there will be 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.

8) LOCATION OF CAMP

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

9) HOUSING OF CONTRACTOR'S EMPLOYEES

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

10) LOCAL LABOUR,

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

11) SECURITY & RISK

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

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

The approved contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site. All equipment, materials and plant stored on site must be suitably protected against deterioration through any



cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material etc. until the completed works are handed over and has been officially accepted by the Department.

13) EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

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

14) DAMAGE TO PROPERTY

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

15) UNDERGROUND CABLES AND PIPES

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

16) DAILY RAINFALL RECORDS

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

17) INSPECTION OF WORK

The Department 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 sub-standard or inappropriate materials or with unskilled or imperfect workmanship, the Engineer will notify the Contractor. He/She shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials, and shall rectify or reconstruct the Works in whole or part, as the case may be at the Contractors own proper cost or charge.

**18) NOTICE OF COVERING WORK**

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

19) COMPETENCY OF THE CONTRACTOR:

This bid is open for contractors with a **minimum CIDB designation of 2 CE/SH/ME. The contractor is to submit evidence of his/her OWN registration. CIDB registration of possible sub-contractors would be recommended, but will not make up for non-registration by the contractor quoting/bidding for the work.** The Department reserves itself the right to disqualify any quote/bid in the event of substantial unsatisfactory reports being obtained about the proponent of such a quote/bid.

20) CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the 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.

21) SUB-CONTRACTED WORK

The contractor shall not sub-contract the entire contract. In case the contractor decides to subcontract part of the work (s)he shall obtain written consent of the Engineer, which shall not be unreasonably withheld. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be liable for the acts, defaults and neglects of any sub-contractor, his agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

22) VARIATIONS / 'AS BUILT' DETAILS

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

23) VERIFICATION OF EXPERIENCE

The proponent of a 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 C – Experience**.

24) LABOUR CAPACITY

The proponent of a quote will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be



ANNEXURE A:

SOPHUMELELA





ANNEXURE B

PRICING SCHEDULE/ BILL OF

QUANTITIES

#	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Piping				
1.1	63mm HDPE C10 piping (100m lengths)	Roll	2		
1.2	50mm HDPE C10 piping (100m lengths)	Roll	1		
2	Fittings and connections				
2.1	63mm HDPE compressions couplings	No.	3		
2.2	63x50mm reducer coupling	No.	4		
2.3	63mm endcap	No.	1		
2.4	50mm endcap	No.	2		
2.5	63mm equal tee	No.	1		
2.6	50mm x 1" saddles	No.	6		
2.17	VYR-36AF sprinkler (1.8bar with 4mm nozzles)	No.	6		
2.8	500mm sprinkler stands	No.	6		
2.9	20mm dragline hoses (36m length)	No.	6		
2.1	20mm hose clamps	No.	6		
2.11	1" hydromatic valve (spring loaded)	No.	6		
2.12	1" plastic risers (600mm length)	No.	6		
2.13	20mm pipelets	No.	6		
3	Pump unit and fittings				
3.1	Suitable pump (30m@4.35m ³ /h) + diesel motor with all accessories incl hand throttle	No.	1		
3.2	Pump and all accessories monted 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 deliver pipe (3m length)	No.	1		
3.6	2" perrot'type swaged female couplings	No.	2		
3.7	2"perrot'type screwed male coupling	No.	3		
3.8	2" galvinised 'flowmaxed type footvalve/straner,swaged	No.	1		
3.1	2" heavy duty clamps	No.	5		
3.11	63mm x 2 male adaptor	No.	1		
3.12	2" galvanized barrel nipple	No.	2		
3.13	2" brass non return valve	No.	1		
3.14	2"galvanized elbow (female)	No.	2		
3.15	2" galvinised stand pipe (1m length)	No.	2		
3.16	Thread tape	No.	10		
3.17	Extra reducer on pipework to suit pump installation	Sum	1		
4	Miscellaneous				
4.1	Ancillary materials, services & Equipment	Sum	R5 000.00		
5	Trenching & backfilling				
5.1	Digging of trench to 600mm depth x 300mm wide (approximately 300m)	m ³	54		
5.2	Backfilling of trenches after pipelay and inspection	Sum	1		
6	Labour & Supervision				
6.1	Pipelay and installation	Sum	1		
6.2	Supervision	Sum	1		
7	Transport				
7.1	Transport of all materials,including offloading	Sum	1		
8	Preliminaries & general				
8.1	Preliminaries & general, fixed + time related, including OHS	Sum	1		
				SUB-TOTAL	R
				VAT	R
				TOTAL	R

**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).

N o	Name of project + Period	Project description	Role (self or sub- contract ed)	Projec t value	Name and contact number of referee
1					
2					
3					
4					
5					

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

 2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.
-

¹“State” means –

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

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

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

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

YES	NO
-----	----

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

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

YES	NO
-----	----

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

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

YES	NO
-----	----

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

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

.....

.....

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

YES	NO
-----	----

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

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

YES	NO
-----	----

2.9.1 If so, furnish particulars.
.....
.....

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

YES	NO
-----	----

2.10.1 If so, furnish particulars.
.....
.....

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

YES	NO
-----	----

2.11.1 If so, furnish particulars:
.....
.....

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

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

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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name of bidder

.....
Position

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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.**

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 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.
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