



agriculture & rural development

Department:
Agriculture and 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 BBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/S/1819/485	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 04/09/2018	CLOSING TIME: 11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: Supply, deliver and drill borehole in New Market in Greater Kokstad Agricultural Office	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
COMPANY OFFICIAL STAMP (COMPULSORY) SIGNATURE OF BIDDER DATE
NUMBER OF PAGES FAXED BACK TO THE DEPARTMENT BY THE SUPPLIER(Supplier to complete)

Quotation for the attention of: Mr. Ndlela

Tel. Contact no :033 343 8225 /8186

Quotation must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management,

NB: THE ATTACHED SBD4, SBD9 AND 10 FORMS MUST BE COMPLETED IN FULL. THIS QUOTATION PAGE MUST BE COMPLETED AND RETURN WITH ALL YOUR QUOTATION

ANNEXURE A

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

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE
			R	C	R
1.	Supply, deliver and drill borehole in (New market) in Greater Kokstad agricultural office	See attached detailed specification			
* LABOUR (IF APPLICABLE)					
*DELIVERY (IF APPLICABLE)					
TOTAL					
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT					
TOTAL PRICE					

*VAT Registration No. (Supplier) -----

When Required (Requester): 31 July 2018

Where Required (Requester): New Market and Kransdraai in Greater Kokstad Municipality

Contact details of requester: BE Mkiti /0769231430/ 0785299379

TEL : 039 832 9479

(COMPULSORY)

COMPANY STAMP

PRICES ARE VALID FOR DAYS

Mark one Box (X)

SIGNATURE

DATE



**agriculture
& rural development**

Department:
agriculture
& rural development
PROVINCE OF KWAZULU-NATAL

**BID SPECIFICATION FOR THE
SITING, DRILLING AND EQUIPPING OF A NEW
BOREHOLE AND SUPPLY FOR NEW MARKET**

1. *This document must be read in conjunction with Drawings (See Table of Contents). If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any implementation. The same applies for purported differences between the technical specifications and schedule of quantities.*
2. *The TSS/Engineering Services (TES) takes no responsibility for projects implemented on the basis of this document alone without any prior involvement of TES before (partial) completion. This involvement consists of, but is not necessarily restricted to:*
 - a. *Signing off of the bid/quote document and Drawings by TES;*
 - b. *Presence of TES at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that TES is informed of his/her intention to commence the work so that TES presence can be assured.*
 - c. *Supply to the contractor by TES of A3 sized plans. The drawings supplied with this document are for quoting/bidding purposes only and no implementation should take place before the contractor has received the bigger sized plans.*
 - d. *Regular site inspections by TES and the processing of invoices on the basis of achieved progress.*
3. *District managers and other departmental end users are therefore required to involve TES at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo is submitted.*

Table of Contents:

No.	Section	Pages	Read/ Complete
1	Cover Page	1	Read
2	A - Project Particulars	2	Read
3	B - General Conditions of Contract	2 - 10	Read
4	C - Project Technical Specifications	10 - 11	Read
6	ANNEXURE A: Pricing Summary	12 - 15	Complete



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



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 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 D**.

24) LABOUR CAPACITY

The proponent of a bid/quote will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship. The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If in the opinion of the Head of Department or Delegated Representative any person employed by the Contractor misconducts him/herself or is likely to cause or has caused quarrels, or delay, or is incompetent, the Contractor when so directed by the Head of Department or Delegated Representative shall at once remove such person from the site.

25) 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. He/She 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 previously mentioned shall be deemed a variation and dealt with as such.

26) INSURANCE

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

- Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Diseases Act with regard to insurance.
- Unemployment insurance fund for all permanent workers in his/her employ.
- 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%.

27) 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.

28) 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 The Contractor 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.



34) QUANTITIES OF WORK

The Contractor shall receive payment only for the works actually executed and approved by the Engineer. No claim for an extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Head of Department. Such a variation will be dealt with 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 Head of Department within twenty-one (21) calendar days of the date of the order.

35) 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 five payments.

PAYMENT SCHEDULE EXAMPLE			
		% of total work	Actual payment (%)
1	Siting and drilling	30%	27.0%
2	Pump testing and equipping	50%	45.0%
3	Backfilling, testing & commissioning	20%	18.0%
4	Retention 5% at works completion		5%
5	Retention 5% at final completion		5%

The penultimate payment occurs after *practical works completion*. The final payment will be made after *at final completion* 3 months after *practical completion*, provided that no latent defects occurred, or were attended to before the expiry of the 3 months period. See also section (36) below.

36) Completion of the works

Work completion will be established over three stages, in line with the JBCC.

- Practical completion
This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.
- Works completion
This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of his retention money.
- Final completion
The latent defect/liability period for infrastructural works implemented for the Department is 1 year. This means that the Contractor will be liable for latent defects that may come to the light after works completion. A latent defect is defined in the JBCC as "a defect that a reasonable inspection of the works by the principal agent would not have revealed before the issue of the defects list". However, for practical reasons the **payment of the second half of the retention money will take place 3 months after works completion, provided that no latent defects have come to the fore. Note well, though, that the Contractor will still be liable for the repair of latent defects not related to wear and tear for another 9 months after final completion.**



to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause. The date of completion will be extended only to the extent approved by the Department.

Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

42) TIME TO BE OF THE ESSENCE

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

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

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

43) 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.

44) PERIOD OF COMPLETION

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

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

If the contractor does not complete the work **within the time stipulated** and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value. Refer also to the breach of contract and penalty clauses in ZNT 6, condition 4, section B. The Engineer may, after informing in writing the contractor of his intention to do so at least 2 weeks before the deadline, decide to deduct a penalty for late completion of up to 0,05% or maximum **R500/working day delay**. This will be deducted from the retention.

46) ANCILLARY MATERIALS, SERVICES AND EQUIPMENT

An amount will be set aside for Ancillary Materials, Services & Equipment on the Pricing schedule/BoQ under item 4.18. It covers additions to the works due to site-specific circumstances and additional items not covered elsewhere in the original contract due to circumstances that have occurred after commencement of the works. *Any expenditure against this item must be agreed upon in advance by the Department* and no additional work or purchases or services may be done/delivered without such permission.



C.5.4 All necessary fittings, adaptors, reticulation, reducers, pressure gauge, priming funnels, tools etc should be supplied with the units.

C.5) LABOUR AND TRAINING

C.5.1 It is required that the trenching, pipe laying and tank connection 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.5.2 During installation the local farmers 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 farmers:

Operation and basic maintenance of pump, engine, and scheme,

C.6) SAFETY

C.6.1 The Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety. All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; falsework and bracing; ladders etc... all equipment, tools, offloading and safety equipment are to be in a safe operating condition and all necessary safety procedures are to be adopted where appropriate.

C.6.2 The Safety of the public must be of prime importance and the utmost care must be taken to ensure that the correct signs, barriers and warning devices are in place. Any movement of construction equipment must be controlled on site at all times.

C.6.3 The Contractor shall, in preparation of his Health and Safety Plan, familiarise him/herself with emergency services in the location of the Works and with the local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management centres, to such extent that he/she is conversant with these, should the need arise.

Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.

C.7) COMPULSORY INFORMATION REQUIRED:

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

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



ANNEXURE A: NEW MARKET BOREHOLE - PAGE 2

SUBTOTAL (BROUGHT FORWARD FROM PREVIOUS PAGE)		R			
#	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4	EQUIPPING OF BOREHOLE				
4.5	40mm HDPE, C12 piping (class to be verified), for submersible pump (only SABS or SANS approved pipe will be accepted)	m	150		
4.6	50mm HDPE, C10 piping (class to be verified), to tanks (only SABS or SANS approved pipe will be accepted)	m	600		
4.7	Safety rope (heavy duty)	m	150		
4.8	Cabling, 4mm x 4 core	m	160		
4.9	Trenching (600mm deep by 300mm wide)	m	600		
4.10	Backfilling of trenches after pipelay and inspection	m	600		
4.11	Protective pump housing (concrete pipe type)	no	1		
4.12	Secure lockable manhole type cover for borehole including padlock	no	1		
4.13	Heavy duty cabling, 16mm x 4 core (transformer to pump) (metres)	m	150		
4.14	Trenching (600mm deep by 150mm wide)	m	150		
4.15	Backfilling of trenches	m	150		
4.16	All labor costs for installation and testing	sum	sum		
4.17	All transport incl delivery of materials, site visits, transport of labor etc	sum	sum		
4.18	Ancillary equipment and fittings (not listed above), including 20% mark up	no	1	R12000	R12000
5	SITE SUPERVISION				
	PROVISION FOR SITE SUPERVISION OF DRILLING, TESTING AND EQUIPPING OF BOREHOLE (all invoices required to substantiate claims)				
5.1	Full time supervision of drilling (3 days)	sum	sum		
5.2	Supervision and monitoring of pump testing (3 days)	sum	sum		
5.3	Monitoring of equipping, testing, commissioning and handover (4 days)	sum	sum		
	SUBTOTAL (CARRY OVER TO NEXT PAGE) >>>	R			



ANNEXURE A: NEW MARKET BOREHOLE - PAGE 4

#	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SUBTOTAL (BROUGHT FORWARD FROM PREVIOUS PAGE)	R			
9	Labour & Supervision		% mark up	mark up	total
9.1	Site foreman (pipelay and installation) for 7 days (skilled @R300 a day)	R2100			
9.2	Unskilled labor for pipelay & installation (5 local @ R150 per person per day) for 7 days	R5250			
9.3	All other labor incl off loading of material	R3500			
10	Transport		% mark up	mark up	total
10.1	Transport of labor	R1500			
10.2	Site visits and meetings with engineering representative	R4000			
10.3	All other transport incl delivery of materials	R4500			
SUB-TOTAL				R	
VAT				R	
TOTAL				R	

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number :

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

management of the enterprise or 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:

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**

2.9.1 If so, furnish particulars.

.....
.....
.....

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

2.10.1 If so, furnish particulars

.....
.....
.....

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

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

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. 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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards 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

SECTION J

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:

Quotation No:

Service:

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

VISITED AND INSPECTED THE SITE ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE: