



# 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 BBBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: R/S/1819/486	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: <b>Supply, deliver and drill borehole in Kransdraai in Greater Kokstad Agricultural Office</b>	COMPANY NAME:  TEL NO: FAX NO:  CONTACT PERSON:  <b>CSD REG NUMBER</b>  <b>MAAA.....</b>
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**

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

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM Supply, deliver and drill borehole in (Kransdraai ) in Greater Kokstad agricultural office  (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE
			R	C	R
1.					
* LABOUR (IF APPLICABLE)					
*DELIVERY (IF APPLICABLE)					
TOTAL					
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 14% VAT					
TOTAL PRICE					

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

When Required (Requester): 31 July 2018

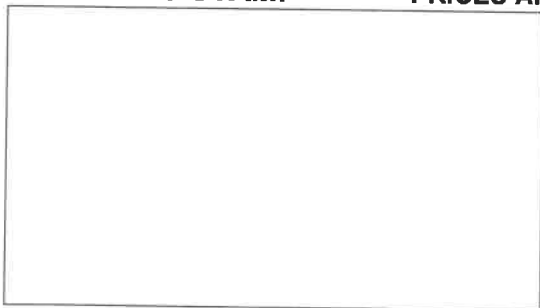
Where Required (Requester): New Market and Kransdraai in Greater Kokstad Municipality

Contact details of requester: BE Mkiti /0769231430/ 0785299379

TEL : 039 832 9479

(COMPULSORY)

COMPANY STAMP



PRICES ARE VALID FOR  30  60  90 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 FOR KRANSDRAAI**

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	<b>ANNEXURE A: Pricing Summary</b>	<b>12 - 15</b>	<b>Complete</b>



## A) PROJECT PARTICULARS



### 1) SCOPE

The contract covers the siting, drilling and equipping of a new borehole and supply of irrigation material including piping and fittings for this project.

### 2) ACCESS TO SITE

The site is in the Harry Gwala district, the closest town is Kokstad. The co ordinates of the farm are:-  
**30° 22' 35" S, 29° 27' 53" E.**



## B) GENERAL CONDITIONS OF CONTRACT



**This bid is open for contractors with a CIDB registration of at least 1SH/CE/ME.**

### 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.

Bids will remain valid for a period of 120 days from date of the closing of the Bid.

However, in both cases prices are assumed to be firm for the entire period of the project (see also clause 33).

### 5) COMPULSORY PRE-BID BRIEFING MEETING

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

### 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 make good, in a perfect and workmanlike manner, at own expense all damage to the approval of the Employer. The Completion Certificate will not be issued until the Employer is satisfied that all necessary remedial work has been satisfactorily completed. The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

#### **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 Head of Department or his Representative may at all reasonable times have access to the Works and/or the workshops or other place where work is being prepared for this Contract for inspection. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor as may think necessary. Should the Head of Department or Representative consider any materials objectionable or if it shall appear to him at any time during the construction, or prior to the expiry of the defect liability period, that any part thereof has been executed with 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 1 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 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.



Costs for OHS compliance to be factored in Annexure A, item 7.1

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

Site operations requiring special attention include but are not limited to: (1) any excavations; plant, machinery and equipment operations; (2) any chemical storage and usage whatsoever; (3) any works requiring elevated personnel such as for roofing, elevated building works requiring ladders or scaffolding etc. (4) any works with overhead elevated operations or construction.

### 29) 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.

### 30) INJURY TO PERSONS

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

### 31) DISAGREEMENTS

#### a) Notice of disagreement

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

#### (b) Ruling on disagreements

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

### 32) FIXED PRICE CONTRACT

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

### 33) PRICING - COMPLETENESS OF BID/QUOTE

- i. Proponents of Bids/Quotes will be required to Bid for **all** services, products and commissioning as specified in this document and associated plans This includes those optional items that will be pointed out as required at the bid briefing (e.g. VIP toilet(s), fencing and others).
- ii. **If (s)he does not Bid/quote on all items, his/her Bid/quote may be rejected.**
- iii. All bid/quoted prices for separate items are to be in South African currency and must at item level **exclude** VAT.
- iv. All items as described in the project specification are to be priced in full.
- v. Transport/Delivery costs must be included in the pricing. It must not be a separate item.
- vi. VAT must be filled in as the sub total followed by the complete price for the entire project.
- vii. The Bid price must have your company stamp, date and be signed by an authorized person.





### 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.*



### 37) RETENTION

A 10% retention will be withheld on each payment. The Department will pay out half of this retention, or 5% of the bid value, as the fourth payment, at **works completion** (see Clause 36). A work has reached the **works completion** stage if the contractor had attended to all items listed on the *patent defect list*, or a *works completion list* which details defective and incomplete work present at practical completion but which are not required to achieve practical completion. This "snag list" is drawn up by the Engineer. The remainder, viz 5%, will be paid out after 3 months, provided that no latent defects have come to the fore, or that the Contractor has fixed those latent defects that have come to the light after works completion.

### 38) DEFECT LIABILITY PERIOD

An amount of 5% of the contract value for the works will be withheld as latent defect liability retention. This amount is included in the 10% retention. **The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of 1 year.** The guarantee shall cover any latent defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost. If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

### 39) SERVICE LEVEL AGREEMENT

The successful Bidder and the Department will sign a *Service Level Agreement* prior to commencement of works. A proposed *schedule of works* must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid. The payment schedule above (clause 35) reflects the actual amounts based on the % presented in it. The percentages of this schedule represent the estimated percentage that that work phase constitutes of the whole project. Where these work percentages and concomitant payment amounts differ from the actual bid amounts, the payment schedule will take priority.

**The General Conditions and Technical Specifications as listed in this bid document, as well as the Drawings, are deemed to form part of the SLA.**

### 40) COMMENCEMENT OF THE WORKS

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects. Site establishment must start **within two weeks**, and the actual works **within three weeks** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint the Contractor who would according to the outcome of the bid evaluation would be next in line for an appointment.

### 41) RATE OF PROGRESS

The Works shall be completed within the time period indicated in the Service Level Agreement. If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by any other causes beyond the Contractor's control, then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for. The Department upon receipt of such written application may by order in writing extend such date of completion by a period



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

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

#### **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.



**If no expenditure against this item is made, or if the total of approved expenditure against this item is less than the amount under 4.18, the balance not used will be subtracted from the contract amount and will NOT be paid out.**



## **C) PROJECT SPECIFICATION**



### **C.1) DETAILS OF CONTRACT**

- C.1.1 A new borehole is to be sited (by a professional Geo Hydrologist), drilled, pump tested and equipped.
- C.1.2 All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the farmer to safeguard it prior to delivery.
- C.1.3 The Tenderer will be required to submit a list of references/ projects to enable the Department to inspect previously completed work and assess the capacity of the Tenderer.
- C.1.4 The tenderer should have a minimum CIDB grading of Level 2SH/CE.

### **C.2) BOREHOLE**

- C.2.1 A new borehole is to be sited on the farm (ideally 1000l/h or higher yield) by a professional geo hydrologist. The relevant desktop studies, hydro geological survey and site assessment are to be conducted by this specialist. It is anticipated that the Geo Hydrologist will monitor and oversee all activities relating to the new borehole (drilling, testing and equipping). All costs involving the Geo Hydrologist including all disbursements are to be catered for on Annexure A.
- C.2.2 A suitable drilling rig is to be sourced to drill the borehole and provide casing where required. There is a provision for a second hole if the first one is dry or has a low yield. Payment will be made based on actual costs plus a maximum of a 20 percent mark up.
- C.2.3 Pump testing is required to determine the borehole characteristics and to correctly size the pump based on the safe extraction. A water sample must be taken and sent to a laboratory for analysis. A comprehensive report on the water quality and quantity is required.
- C.2.4 The borehole is to be fully equipped with a submersible pump powered by an electric motor. All piping, fittings, electrical components and gear are to be supplied and installed. A back up diesel generator is also required to ensure a continuous supply of water from the borehole.
- C.2.5 Payment will be based on actual work done and actual proven costs.

### **C.3) PIPING**

- C.3.1 All piping must be SABS or SANS approved and of the correct class.
- C.3.2 All appropriate fittings are to be supplied including any additional material for unforeseen events.
- C.3.3 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.4) FITTINGS**

- C.4.1 If the required fitting is not standard, it must be made up but, if consisting of more than one part, priced as one item.

### **C.5) PUMP AND MOTOR UNIT**

- C.5.1 The unit must include a suitable electric motor (reputable make) which should be overrated by a minimum of 30% to compensate for pump and motor efficiency, altitude, as well as wear and tear of motor over time.
- C.5.2 The contractor is responsible for the correct installation of both pump and motor unit.
- C.5.3 The backup diesel generator must be fixed onto a suitable portable trolley.



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: KRANSDRAAI BOREHOLE - PAGE 1**

#	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>SITING OF BOREHOLE</b>				
	<b>PROVISION FOR A PROFESSIONAL GEOHYDROLOGIST TO SITE BOREHOLE</b>				
1.1	Preliminary investigation including desktop studies	sum	sum		
1.2	Hydrogeological survey, technical assessment & report	sum	sum		
1.3	All travelling (Kokstad area - 200km from Pietermaritzburg) and other costs not covered above (input distance for qty)	km			
<b>2</b>	<b>DRILLING</b>				
	<b>PROVISION FOR A SUITABLE RIG TO DRILL TO REQUIRED DEPTH (all invoices required to substantiate claims)</b>				
2.1	Number of holes, allow for depth of 125m	no	1		
2.2	Concrete casing (allow for a depth of 35m)	no	1		
2.3	Transport costs for rig (input distance for qty)	km			
<b>3</b>	<b>PUMP TESTING</b>				
	<b>PROVISION FOR A SERVICE PROVIDER TO conduct 24 hour continuous pump test as well as 1 hour stepdown test and water quality analysis including comprehensive report</b>				
3.1	Constant discharge and step/calibration pump test (24 hour, 1hour and recovery)	sum	sum		
3.2	Water quality sampling (SABS 241) and analysis (include lab cost)	sum	sum		
3.3	Date recording and comprehensive report advising on safe extraction, water quality analysis & treatment method(s)	sum	sum		
3.4	Transport costs (input distance for qty)	km			
<b>4</b>	<b>EQUIPPING OF BOREHOLE</b>				
	<b>PROVISION FOR A SERVICE PROVIDER TO EQUIP THE BOREHOLE WITH A SUBMERSIBLE PUMP POWERED BY AN ELECTRIC MOTOR WITH A BACK UP DIESEL GENERATOR (all invoices required to substantiate claims)</b>				
4.1	Grundfos submersible pump to suit (to be sized depending on depth and lift to tanks)	no	1		
4.2	Electric motor to suit above pump	no	1		
4.3	All electrical components, cables and switch gear including control box (automatic stop/start)	no	1		
4.4	Back up diesel generator on wheel barrow type frame (Honda GX390 or equivalent)	no	1		
	<b>SUBTOTAL (CARRY OVER TO NEXT PAGE) &gt;&gt;&gt;</b>	<b>R</b>			



**ANNEXURE A: KRANSDRAAI BOREHOLE - PAGE 2**

SUBTOTAL (BROUGHT FORWARD FROM PREVIOUS PAGE)		R			
#	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>4</b>	<b>EQUIPPING OF BOREHOLE</b>				
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	300		
4.14	Trenching (600mm deep by 150mm wide)	m	300		
4.15	Backfilling of trenches	m	300		
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
<b>5</b>	<b>SITE SUPERVISION</b>				
	<b>PROVISION FOR SITE SUPERVISION OF DRILLING, TESTING AND EQUIPPING OF BOREHOLE (all invoices required to substantiate claims)</b>				
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		
	<b>SUBTOTAL (CARRY OVER TO NEXT PAGE) &gt;&gt;&gt;</b>	<b>R</b>			



**ANNEXURE A: KRANSDRAAI BOREHOLE - PAGE 3**

#	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SUBTOTAL (BROUGHT FORWARD FROM PREVIOUS PAGE)</b>		R			
<b>5</b>	<b>SITE SUPERVISION</b>				
5.4	All required Transport costs (input distance for qty)	km			
<b>6</b>	<b>TANKS &amp; DRINKING TROUGHS</b>				
6.1	5KL 'JoJo' type water tank (fitted with 2" inlet and outlet)	no	2		
6.2	2" Galvanized steel pipe, 3m length, TBE	length	4		
6.3	2" galvanized steel sockets	no	2		
6.4	2" brass gate valves	no	2		
6.5	2" galvanized steel nipples	no	4		
6.6	2" galvanized steel elbow (f/f)	no	4		
6.7	50mm elbow	no	2		
6.8	50mm x 2" male adaptors	no	4		
6.9	3m steel tank stand	no	2		
6.10	Concrete for tank stands	m <sup>3</sup>	1		
6.11	Bracing for each tank (12 gauge wire and hooks to tie down at 4 corners)	no	2		
6.12	500l plastic drinking trough, JoJo type complete with fittings and ball valve	no	2		
6.13	All required fittings to connect to pipeline	no	1		
<b>7</b>	<b>MISCELLANEOUS</b>				
7.1	Provision for health & safety (as per healthy & safety act)	sum	sum		
<b>8</b>	<b>SAFETY WEAR AND TOOLS</b>				
8.1	Safety boots with steel cap (10 -12), pair	no	6		
8.2	Overalls (large for men)	no	6		
8.3	Gloves, pair (for men)	no	6		
<b>SUBTOTAL (CARRY OVER TO NEXT PAGE) &gt;&gt;&gt;</b>		R			





**ANNEXURE A: KRANSDRAAI BOREHOLE - PAGE 4**

<b>ANNEXURE A: KRANSDRAAI BOREHOLE - PAGE 4</b>					
	<b>SUBTOTAL (BROUGHT FORWARD FROM PREVIOUS PAGE)</b>	<b>R</b>			
<b>#</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>9</b>	<b>Labour &amp; Supervision</b>		<b>% mark up</b>	<b>mark up</b>	<b>total</b>
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			
<b>10</b>	<b>Transport</b>		<b>% mark up</b>	<b>mark up</b>	<b>total</b>
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			
				<b>SUB-TOTAL</b>	<b>R</b>
				<b>VAT</b>	<b>R</b>
				<b>TOTAL</b>	<b>R</b>

## 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:

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 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. 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:

<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>a</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.
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: .....