



**Agricultural Research Council
Onderstepoort Veterinary Institute (OVR)**

Request for Quotation

RFQ NUMBER:	REQ-078181
CLOSING DATE:	Date: 19 October 2023 Time : 11H00am
DESCRIPTION	Maintenance: Boiler
ADDRESS	ARC-Onderstepoort Veterinary Institute (ARC-OVI) 100 Old Soutpan Road (M35) Private Bag X05 ONDERSTEPOORT 0110
ENQUIRY	Name: Emmy Galane SCM Email: Galanem@arc.agric.za
COMPULSORY SITE BRIEFING	Yes

Maintenance: Boiler

	RFQ number	Description	Quantity	Unit of Measure
1	REQ-078181	Boiler 3 year statutory service & repairs	1	EA

Compulsory briefing session

Compulsory Briefing Session: 12 October 2023 at 10:00 am

100 Old Soutpan Road, Onderstepoort, Pretoria (TAD Boardroom)

REQUIREMENTS FOR BOILER PB 450 MODEL: 18-080; 8-TON AND MAIN STEAM LINE INSPECTION, REPAIRS, CERTIFICATION AND STATUTORY 3 YEAR SERVICE: 2023

The document must be completed and submitted with the quotation (on company letterhead). Failure to comply will result in the bid to be regarded as a non-responsive bid.

The numbering does not constitute sequence except to guide the process and essential work inputs and outputs required by the appointed contractor.

OBJECTIVE

1.1. Preparation of an eight (8) ton coal fired boiler for the 3-year inspection.

1.2. Compliance if the boiler to statutory requirements as required by South African law.

COMPULSORY REQUIREMENTS

No	Description	Comply (Yes/No)	Details to offer
2.1.	Attendance of a compulsory site meeting. Bidders are required to complete and submit the application to access the site at least 48 hours prior to the site meeting as approval must be granted to enter the facility. The application forms are attached to the invitation to quote. Copy of the ID of the representative must be supplied.		
2.2.	Compliance with the Biosafety requirements of the TransBoundary Animal Diseases (TAD) facility as attached to the invitation to quote.		
2.3.	The bidder's staff shall be easily identifiable whilst on site and may not leave the designated area to other areas on the TAD premises unless approval is granted.		
2.4.	Detailed quotation to be submitted on the company letterhead		
2.5.	Completed Standard Bidding Documentation (SBD's) as included in the invitation to quote and submitted with the quotation.		

2.6.	Carry out inspection on boiler and main steam line by approved inspection authority (AIA) for pressure vessels as specified in OHS act. AIA certificate to be supplied by the appointed contractor. Proof of registration to be included with quote.		
2.7.	Pressure testing of boiler to be performed by a SANAS accredited pressure testing laboratory. Proof of valid registration to be included with the quote		
2.8.	The cement as specified in this document must be SABS approved.		
2.9.	The AIA and SANAS accredited laboratories for the pressure testing may be sub-contracted. The bidder shall include with the quotation the proof of valid registration as required by law and details of the service provider.		
2.10.	The appointed contractor to include AIA expenses in the quotation.		
2.11.	Fire and boiler optimization & automation may also be subcontracted.		
2.12.	The timeframe from completion of the repairs and services to issuing of the compliance certificates as stipulated, shall not exceed 1 month. This include the snag list. No payment will be made and no invoice will be accepted until all certificates are submitted and the		

No	Description	Comply (Yes/No)	Details to offer
	ARC is satisfied with the completion of the work.		
2.16.	The successful bidder shall be responsible for any failures on the boiler as specified in this document for a period of 12 months from the date of certificate issued. Workmanship guarantee must be issued for the work outlined.		

2.17.	Valid current certificate of goods standing issued by Department of Labour in terms of the Compensation for Occupational Injuries and Diseases Act to be included with the quotation.		
2.18.	Bidder shall be responsible to ensure that the site remains clean during and after execution of the work. The debris and other material must be removed by the bidder to a designated area on site. The bidder shall not be allowed to remove any material from the site.		
2.19.	Upon completion of the work, the bidder shall submit all job cards and documentation to the ARC representative.		
2.20.	This is a fixed price quotation. No price adjustments shall be considered after closure of the quotations. All cost must be included.		
2.21.	Bidders shall ensure that they obtain the correct measurements. ARC shall not be held liable for any incorrect measurements that might result into additional costing.		

No	Description	Comply (Yes/No)	Details to offer
2.22.	Project plan to be made available to Project Leader within a week after the award was made. Penalty: 5% per month or part of it, when exceeding the time frame as per project plan.		
2.23.	The bidder shall ensure that no damages are caused to the ARC property. Should any damages occur as a result of work executed,		

REPAIRS TO BOILER

No	Description	Comply (Yes/No)	Details to offer
3.1.	Supply and install new high pressure high temperature gaskets on valves and gauge glass and gauge glass rubbers		
3.2.	Remove and replace guillotine door with new as well as new pull cables and anchors.		
3.3.	Replace all bricks as required, against the stoker front end after the idler roller side of stoker if necessary		
3.4.	Repair coal cut-off gate pivot area by inserting bolts and nuts onto the plate and not welded on as is currently.		
3.5.	Inspect chain grate, replace all bent stoker mat rods and broken side links ;common links ;drive links		
3.6.	Split chain grate and inspect and replace dead plate if necessary.		
3.7.	Number of rods to be replaced on stoker mat: 30		
3.8.	Number of drive links to be replaced on stoker mat: 10		
3.9.	Number of common links to be replaced on stoker mat: 10		

No	Description	Comply (Yes/No)	Details to offer
3.10.	Number of side links to be replaced on stoker mat: 10		
3.11.	Replace all grease nipples with new, on drive shaft and guillotine door shaft.		
3.12.	Supply 20 litre high temperature grease		
3.13.	Supply new grease gun to match nipples		
3.14.	Replace ignition arch outer plate with new.		
3.15.	Replace stoker back idler roller with new.		

3.16.	Inspect air channelling dampers, inspect for damages and replace whenever necessary with a 3 mm plate thickness		
3.17.	Blowdown pipes to be inspected and replaced if necessary		
3.18.	Soot discharge ducting to be cleaned of any soot build-up to up to outer discharge tank.		
3.19.	Clean blowdown pit sludge		
3.20.	Inspect ID fan impeller condition and report statues to project manager.		
3.21.	Supply 4 identical size ID fan vbelts.		
3.22.	Recondition the crown valve as well.		
3.23.	Water level sight glasses protection covers to be replaced with new and secured firmly.		

REPAIRS TO STEAM LINE

No	Description	Comply Yes/No)	Details to offer
4.1.	Strip and remove old steam trap set at/behind the boiler, supply and install and new set whilst sealing at further steam leaks within locality. Likely ½ or ¾ inch sizes. Replace globe valve/s.		

SERVICES TO BOILER

No	Description	Comply Yes/No)	Details to offer
5.1.	Services must be done as per manufacturer's guidelines. John Thompson, the manufacturer may be contacted for advice as the manufacturer.		
5.2.	Allow boiler to cool down. Isolate and drain boiler with main Steam line. Open the vent for water to run out		
5.3.	Open smoke box cover doors on boiler		
5.4.	Clean fire tubes, tube plates and combustion chamber		
5.5.	Open manhole, mud hole covers, and replace with new mud-hole and manhole gaskets afterwards.		
5.6.	Cover water pumps motors with water protection materials against water spillages		
5.7.	Cover main control electric panel with water protection materials		
5.8.	Cover boiler operating water level sensors at the sight gauge glass area		
5.9.	Wash out water side with of boiler with high pressure water.		
5.10.	Strip off all valves (main valve; crown valve; both mowbrey's; soot blowers; blow down valve; gauge glass; stop cocks on gauge glass bypass valve between crown and main valve; safety valve; boiler daily operational pressure gauge; breather valve and service all offsite with service records thereafter.		
5.11.	Breakoff old cement in the Combustion chamber and the guillotine door including side seals cement (ignition arch, small arch). Recast the entire combustion chamber and guillotine door with fire proof / heat resistant cement. Ensure sufficient rods in-place to hold the cement.		

No	Description	Comply Yes/No)	Details to offer
5.12.	Paint rear and front end of boiler with high temperature resistant paint afterwards		
5.13.	All valves must be serviced and new gland-packing installed		
5.14.	Pull out stoker onto trolleys supplied by ARC and replace the stoker to position as soon as the repairs are done		
5.15.	Take/clean out all ash within the boiler fire area and de-ashing area		
5.16.	Replace stoker side sealants (seals) against the boiler body shell including high temperature fire proof refractory cement (SABS approved)		
5.17.	Remove all scale deposits from stand pipes		
5.18.	Remove horizontal weld inspection covers and clean welds for MPI testing		
5.19.	Insulation, lagging & cladding over all inspection welds must have been removed/or 20% for MPI testing of front & rear tube plate to shell welds.		
5.20.	Remove rear access door inner refractory for NDT & MPI testing of tube plate and rear plate weld.		
5.21.	Knock out ash wall and rear deflection arch for NDT inspection.		
5.22.	NDT testing of front & rear tube plate to shell welds.		
5.23.	NDT & MPI testing of rear access door ring to tube plate weld and rear plate weld		
5.24.	MPI testing of boiler shell segment welds.		
5.25.	Erect shade netting to contain sand blasting grit.		
5.26.	High pressure blast clean the fire side of the tube plates, furnace tubes, 1 st and 2 nd tube pass tubes. A maximum of 7 days will be accorded for this scope.		
5.27.	Cut clean the 1 st and 2 nd pass plain tubes.		
5.28.	Replace boiler pressure part studs for valves with new.		
5.29.	Remove and clean spurge pipe.		

No	Description	Comply Yes/No)	Details to offer
5.30.	Carry out internal, external and shell inspection of the boiler by AIA.		
5.31.	Replace all insulation, lagging and cladding and inspection covers.		
5.32.	Supply new gaskets and refit all steam and water mountings.		
5.33.	Supply and fit new manhole and mud hole gaskets.		
5.34.	Fill boiler with water and do the hydraulic test.		
5.35.	Carry out hydraulic inspection of the boiler by AIA.		
5.36.	Remove safety valve blanks and spades and fit back safety valves, soot blowers, blowdown, gauge cocks and water level controls.		
5.37.	Rebuild ash wall and deflection arch.		
5.38.	Supply and install new smoke box door seals and box up boiler		
5.39.	Refit stoker and install refractory side seals and cast secondary arch.		
5.40.	Contractor to initiate the fire to dry all refractories, guillotine door and side seals. (ARC personnel or boiler operator may assist upon request)		
5.41.	Contractor to avail themselves for commissioning and set all valves and gauges. Mowbreys to also be tested for operational readiness and boiler shut-off.		
5.42.	Install new guillotine door into position and align accordingly. Test guillotine door and ensure that it is fully operational.		
5.43.	Reset main safety valve to correct set operating pressures (900 kPA safety valve NO1 and 1 000 kPA safety valve NO2). The bidder will be responsible to make the fire for testing purposes. Assistance will be offered if requested.		
5.44.	Hand over all paperwork and certificates to the client Project Manager as well as the boiler after all snags meet client's satisfaction.		
5.45.	SANAS accredited AIA inspection scope to cover full body shell boiler inspection especially welding seams		

No	Description	Comply Yes/No)	Details to offer
	that are not visible considering that the lagging will be taken off for replacement.		

SERVICES TO STEAM LINE

No	Description	Comply Yes/No)	Details to offer
6.1.	Blank off main steam pipeline.		
6.2.	Isolate steam traps and plug		
6.3.	Connect water line to steam line for hydraulic pressure testing (pump to be supplied by the appointed contractor)		
6.4.	Pressure test main steam line with AIA in attendance as specified in OHS act		
6.5.	Carry out thickness test on main steam line and compile a report		
6.6.	Remove all blanks and plugs		
6.7.	Replace gaskets and reconnect the main steam line to the boiler		
6.8.	Blanking plates must be put at the closest T-piece joint flanges next to booster pumps, and removed after pressure testing with flanges properly secured.		
6.9.	Those flange gaskets replacement will be on the appointed contractor's expense if any steam leakages afterwards.		

LAGGING & CLADDING OF STEAMLINE TO THE T.C. SECTION SPLIT

No	Description	Comply Yes/No)	Details to offer
7.1	All lagging and insulation material to be stripped off and replaced with new insulation materials of standard thick and metal finish. Metal strapping only recommended and spaced evenly apart.		
7.2	All discarded materials to be deposited off into an allocated bin.		

No	Description	Comply Yes/No)	Details to offer
7.3	Lagging and cladding to start off from the boiler flange to the exit line feeding into T.C. section.		
7.4	Steam line supporting/holding clamps to be secured accordingly		

OPTIMIZING OF BOILER AND FIRE ATOMIZATION

No	Description	Comply Yes/No)	Details to offer
8.1.	Adjusting of boiler control settings		
8.2.	Calibration of the draught system		
8.3.	Testing of field instrumentation		
8.4.	Replace guillotine door control unit with new and calibrate the automated guillotine. Input power motor connection by a qualified electrician.		
8.5	Replace all wiring to the control panel with new heat resistant wires.		
8.6.	Replace all mowbreys wiring with new heat resistant wires to the control panel.		
8.7.	Revision and adjustment of VSD settings on VSD and rump up and down according to software		
8.8.	Coal and Ash evaluation (visual inspection)		
8.9.	Testing of Boiler Safety devices; alarms and trips		
8.10.	Testing of both feed pumps and feed water level control system and adjust accordingly on software		
8.11.	Combustion gas analysis. The certificate of compliance must be handed over to the ARC upon issuing and part of job handover		
8.12.	Combustion Calibration		
8.13.	Inspection and evaluation of factors influencing boiler efficiency; such as supply water temperature; live coal in ash: smoke from stack; length and colour of fire temperature of stoker grate 'ingress		

No	Description	Comply Yes/No)	Details to offer
	of dilution of air to be altered on software		
8.14.	Servicing and reconnecting of the backup UPS of the fire optimization within the panel.		
8.15.	Testing of UPS provision must be made in the proposal for any anticipated repairs that might be required.		
8.16.	Ensure all wiring connections are tight and correct accordingly if not.		

ITEMS FOR SUPPLY ONLY

No	Description	Quantity	Unit Price	Amount (Ex Vat)
10.1.	Stoker mat rods with washers and split pins	50		
10.2.	Side mat links left & right equally (20-20)	40		
10.3.	Common links	40		
10.4.	Drive links	20		
10.5.	Grease gun	1		
10.6.	20 litre heat resistant grease	1		
10.7.	Stoker brass pins	100		
10.8.	5 metre by 2 metre steam gasket roll 2	1		

NB: final prices per scope to be transferred into the block below

3	4	5	6	7	8	10
Grand total of all scopes from 3 to 10				R		

1. You are kindly requested to submit a written quotation to the Agricultural Research Council as per below or attached terms of reference (TOR).
2. **Essential administrative requirements:**
 - 2.1. Only bidders registered on the Central Supplier Database (CSD) will be considered. Bidders shall include the CSD registration number and full CSD report with the bid proposal.
 - 2.2. Only bidders that claim specific goals will be considered for scoring on the 20 points as per the 80/20 principle.
 - 2.3. Completed and signed Standard Bidding Documents (SBD) forms included in the bid document.
3. The above specified goods/services should be delivered / rendered to the ARC-Onderstepoort Veterinary Institute at above-mentioned delivery address.
4. The particulars of the guarantee that will apply to the goods quoted for, with the particular regards to the period and extent of the warranty must be clearly stated. Where services are required, service providers must submit documentation pertaining the relevant experience.
5. Your written quotation must be emailed depending on the instructions given in the email or advert.
6. All price quotations that have a rand value of R 2,000.00 to below R 50,000,000.00, including VAT, will be evaluated by applying the 80/20 principle as prescribed by the Preferential Procurement Policy Framework Act 5 of 2022 and its Regulations.
7. The lowest acceptable price will score 80 points, Specific goals for the tender and points claimed are indicate per the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs	Points 8	
91-100%	8	
81-90	7	
71-80	6	
61-70	5	
51-60	4	
41-50	3	
21-40	2	

1-20	1	
0%	0	0
Percentage (%) ownership by Women	Points (4)	
81-100	4	
51-80	3	
31-50	2	
1-30	1	
0%	0	
Percentage (%) Ownership (by Youth	Points (4)	
81-100	4	
51-80	3	
31-50	2	
1-30	1	
0%	0	
Percentage Ownership by PwD	Points (2)	
51-100%	2	
1-50	1	
0%	0	
RDP Goals	Points (2)	
EME's/QSE's	2	

8. Standard conditions:

8.1 The validity of the quotations must be indicated.

8.2 Prices quoted should be in South African Rand and inclusive of VAT costs such as delivery, insurance, taxes, etc.

8.3 No price adjustments or amendment of the delivery particulars contained in paragraph 8.2 will be considered by the ARC.

8.4 The supplier accepts full responsibility for the proper execution and fulfilment of the goods/services quoted for.

8.5 ARC reserves the right to accept or reject any special terms and conditions that may qualify the goods/services to be provided.

8.6 Quotes should be submitted on an official letterhead and duly signed.

8.7 Goods and services should be supplied / rendered upon receipt of a purchase order from the ARC.

8.8 The General Conditions of Contract issued by National Treasury are applicable.

8.9 The ARC supply chain management code of conduct is applicable.

8.10 Standard Bidding Documents (SBD) forms must be signed and returned together with the quotation. Failure to comply may result to disqualification of your quotation.

8.11 Only the quotation from suppliers who are requested to quote shall be evaluated and considered.

8.12 Your quotation must indicate the delivery date.

8.13 The ARC reserve the right to do due diligence on the quotations.

8.14 The ARC reserves the right to benchmark prices quoted.

Thank you in anticipation.

Ms Emmy Galane

Tel: +27 (0) 12 529-9316

Email: Galanem@arc.agric.za

Supply Chain Management: ARC

Date: 2023-10-03

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage (%) Ownership by HDIs		Points 8		
91-100%		8		
81-90		7		
71-80		6		
61-70		5		
51-60		4		
41-50		3		
21-40		2		
1-20		1		
0%		0		
Percentage (%) ownership by Women		Points (4)		
81-100		4		
51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage (%) Ownership (by Youth		Points (4)		
81-100		4		

51-80		3		
31-50		2		
1-30		1		
0%		0		
Percentage Ownership by PwD		Points (2)		
51-100%		2		
1-50		1		
0%		0		
RDP Goals		Points (2)		
Any RDP goal/s		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a

result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting the
accompanying bid, do hereby make the following statements that I certify to be true
and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....	
Position	Name of bidder