



UMDONI MUNICIPALITY

J.E.W.E.L OF THE SOUTH COAST

SUPPLY AND DELIVERY OF STATIONARY

MN 262/2019

NAME & ADDRESS OF BIDDER

Name: _____

Tel: _____

Address: _____

Fax: _____

Cell: _____

E-mail: _____

Postal code: _____

TENDER SUM R _____



UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

INVITATION TO SUBMIT QUOTATIONS

Suitable and experienced service providers are invited to bid for the requirements of Umdoni Municipality.

Quote no: **14.08.2019** Notice no: **MN262/2019** Closing Date: **22 AUGUST 2019**

Closing time: **12:00**

Description: **SUPPLY AND DELIVERY OF STATIONARY**

- Only suppliers who have the relevant experience and capacity will be considered.
- The specification document is available upon request and on the website www.umdni.gov.za
- The invitation is limited to service providers registered on Central Suppliers database.
- Suppliers who wish to register on the database can access it via link www.csd.gov.za and submit the CSD registration Summary report together with quotations Terms and condition apply.
- Suppliers should ensure that quotations are delivered timeously to the correct address. Late quotations will not be accepted. Quotations must be hand delivered and deposited in the tender box at Umdoni Municipality Corner of Bram Fisher & Williamson Street, Scottburgh 4180
- Umdoni Municipality will not take responsibility for documents delivered or collected via corrier services.
- This quotation is subject to General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- This quotation will be evaluated and adjudicated according to the following criteria: Relevant specifications, Value for money, Capability to execute the contract, PPPFA & associated regulations.

Enquiries regarding the quotation must be directed to Sihle Shozi on 039 976 1202 during office hours. Quotations must be valid for a period of 30 days. Umdoni Municipality does not bind itself to accept the lowest quote, any quote and reserves the right to accept part of your bid.

DR. V.P Tsako
Municipal Manager



UMDONI MUNICIPALITY

J.E.W.E.L OF THE SOUTH COAST

DOCUMENTS TO ACCOMPANY BID DOCUMENTS

Failure to submit the following documents will invalidate your bid

1. Current tax clearance certificate and pin sheet status
2. Company registration certificate (e.g. CK registration)(Certified)
3. B-BBEE certificate or sworn affidavit (certified)
(No points will be allocated to bidders who fail to submit a valid certificate)
4. Vat registration certificate (if applicable)
5. List of reference including their contact details
6. Full company contact details
7. Quotation to be signed and stamped in a company letter head.
8. Schedule of work and date of completion.
9. Current proof of registration with Central Suppliers Database (CSD)
10. Appendix 3 :Terms and Condition of Goods should be signed by Vendor

NB: All forms must be completed and full information must be provided. Reference to any other documents provided by the bidder will not be considered if full information is not provided

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Date: _____ Signature: _____

Print Name: _____

STATIONERY LIST

NO	DISCRPTION	SIZE	PRICE INCL VAT	NO	DISCRPTION	SIZE	PRICE INCL VAT
	ADHESIVES				FILES AND FILLING		
1	Bookbinding tape - water proof reinforced cloth tape	48mm X 25m		113	A4 Index filling cards - assorted colours	A-Z	
2	PVC tape	24mm x 50 m		114	A4 Index filling cards - assorted colours	Jan - Dec	
3	Clear adhesive Transperant tape	24mmx66m		115	A4 Index filling cards - assorted colours	1 - 31	
4	Magic Tape	24mm x 50 m		116	A4 Index filling PVC - assorted colours	A-Z	
5	Masking tape	24mm x 50 m		117	A4 Index filling PVC - assorted colours	Jan - Dec	
6	Clear packing tape /buff tape	48mm x 50 m		118	A4 Index filling PVC - assorted colours	1 - 31	
7	Invisible tape	18MM X 25M		119	Suspension files with tabs and inserts - Blue	A4	
NO	DISCRPTION	SIZE	PRICE INCL VAT		DISCRPTION	SIZE	PRICE INCL VAT
8	Wood glue - Ponal	500 ml		120	Diplay binders	50 pocket - A4	
9	Glue stick - Pritt	40g		121	Plastic pockets	55 micron	
10	Prestik	100g		122	PVC business envelopes with stud	A4	
11	A4 memo note book hard cover	1 quire		123	Board containers	A4 - 325 mm	
12	A4 memo note book hard cover	2 quire		124	Heavy duty tidy file with plastic snap clip (700 sheet)	326gsm	
13	A4 memo note book hard cover	3 quire			MACHINES		
14	Telephone message book duplicate	150 pages		125	Calculator - 10 digit LCD screen , pancutation twin power & tilt display large characters - Sharp		
15	Scrap pads	A5 - 100 sheets		126	Till rolls	57 x 57 mm	
16	Examination pads - Unpunched	A4 - 50 sheets		127	2 hole puncher - medium	30 - 40 sheets capacity	

NO	DISCRIPTION	SIZE	PRICE INCL VAT		DISCRIPTION	SIZE	PRICE INCL VAT
17	petty cash vouchers	148 x 105mm 36 sheets		128	2 hole puncher - heavy duty	240 sheets capacity	
18	Carbon Paper 205 firm writing	A4 - 100 sheets		129	Rubber grip Scissors - right	14 cm	
	ENVELOPES			130	Rubber grip Scissors - right	17 cm	
19	A4 - White window envelopes	C4 - 324 X 229 MM		131	Rubber grip Scissors - right	21 cm	
20	A4 White non window envelopes	C4 - 324 X 229 MM			STAPLER & STAPLES		
21	A5 - White window envelopes	C5 - 229 X 162MM		132	Heavy duty full strip stapler- rexel	NO.56	
22	A5 White non window envelopes	C5 - 229 X 162MM		133	Heavy duty half strip stapler	NO.16	
23	White window envelopes	C6 - 114 X 162MM		134	Heavy duty stapler	NO.9	
24	White non window envelopes	DL - 110 X 220 MM		135	Stapler remover		
25	White window envelopes	DL - 110 X 220 MM		136	Staples (5000 in a box)	26//6	
26	Flags - assorted colours	C4 - 324 X 229 MM		137	Staples (5000 in a box)	No 56	
27	A5 - Manila envelopes	C5 - 229 X 162MM		138	Staples (5000 in a box)	No 6	
28	Manila envelopes	C6 - 114 X 162MM		139	Staplers (5000 in a box)		23-Oct
	DISCRIPTION	SIZE	PRICE INCL VAT	NO	DISCRIPTION	SIZE	PRICE INCL VAT
29	Manila envelopes	DL - 110 X 220 MM		140	Paper clips PVC (box 100)	50 mm	
30	Staplers	2.40		141	Paper clips PVC (box 100)	30 mm	
31	Rubber bands	500 g 1.5 x 90mm			CATRIDGES		
32	Drawing pins - silver (box 100)	100 8		142	HP LAZERJET 1200 BLACK INK CARTRIDGES	C7115A	
33	metal desk pencil sharpner	1 hole		143	PRINTER CATRIDGES : HP LASERJET 49A (1320)	Q5949A	
34	Triangle scale plastic ruler	30cm		144	HP LAZERJET P1005 BLACK INK CARTRIDGES	CB435A	
35	plastic roller	30cm		145	BLACK - COLOUR CODE (LC900BK) BROTHER MSC - 5440 CN USB CATRIDGES	LC47BK	
36	Bulldog clip	20 mm		146	BLACK INK CARTRIDGES "130" FOR HP OFFICEJET K7103 PRINTER	CB76HE	
37	Bulldog clip	40 mm		147	BROTHER MSC - 5440 CN USB CYAN - COLOUR CODE (LC900C) CATRIDGES	CYAN	

	DISCRPTION	SIZE	PRICE INCL VAT	NO	DISCRPTION	SIZE	PRICE INCL VAT
38	Bulldog clip	51 mm		148	BROTHER MSC – 5440 CN USB MAROON - COLOUR CODE (LC 900 M) CARTRIDGES		
39	Bulldog clip	65 mm		149	BROTHER MSC – 5440 CN USB YELLOW – COLOUR CODE (900 Y) CARTRIDGES		
40	Bulldog clip	75 mm		150	CALCULATOR RIBBONS - SHARP COMPET CS - 2194		
41	Correction roller	5mm x 6m		151	CARTRIDGE FOR HP PHOTOSMART 2613 – HP 135 TRICOLOUR	HP135	
42	correction pen	12 mm		152	CARTRIDGE FOR HP PHOTOSMART 2613 – HP 131	HP131	
43	stick notes - assorted colours (5 pack)	75 x 75 mm		153	CARTRIDGES FOR HP COLORJET CP1515N PRINTER: MAGENTA CB543A COLOSPHERE CARTRIDGE		
44	stick notes - assorted colours (5 pack)	51 x 51 mm		154	CARTRIDGES FOR HP COLORJET CP1515N PRINTER: BLACK CB540A COLOSPHERE		
45	Eraser			155	CARTRIDGES FOR HP COLORJET CP1515N PRINTER: CYAN CB541A COLOSPHERE CARTRIDGE		
46	Flags - assorted colours	standard - 3m		156	CATRIDGES EPSON LX-300+		
47	Letter trays	3 trays		157	CATRIDGES FOR HP OFFICE JET PRO L7780 – BLACK PN HP 88	C9385AE	
48	Dust bin plastic			158	CATRIDGES FOR HP OFFICE JET PRO L7780 – CYAN HPC 9385 AE		
49	rotatim paper - ream	white		159	CATRIDGES FOR HP OFFICE JET PRO L7780 – MAGENTA HPC 9385 AE		
50	Mondi paper - ream	green		160	CATRIDGES FOR HP OFFICE JET PRO L7780 –YELLOW HPC 9387 AE		
51	Mondi paper - ream	yellow		161	CATRIDGES FOR PHASER 3124 PRINTER		
52	Mondi paper - ream	blue		162	Printer Cartridges (Black HP LaserJet 1300)	Q2613A	
53	Mondi paper - ream	pink		163	HP INK CARTRIDGE BLACK FOR A HP BUSINESS INK JET PRINTER 2300	CA844AC	
54	A4 board - Pastel assorted colour	160 gsm		164	HP LASERJET 1200	C7715A	
55	A4 board - Pastel assorted colour	200 gsm		165	HP LASERJET 2600 n BLACK	Q600A	

NO	DISCRIPTION	SIZE	PRICE INCL VAT	NO	DISCRIPTION	SIZE	PRICE INCL VAT
56	A4 board - Pastel colour	240 gsm		166	HP LASERJET P1005-P1006 (35A)	CE351AC	
57	White board marker	black		167	TONER PRINTER 05A		
58	White board cleaner	250 ml		168	HP PRINTER 4355 ALL IN ONE- BLACKINK CARTRIDGE NO.21	C9385AE	
59	White board eraser			169	PRINTER CARTRIDGE CB540A -ALL COLOURS	CB5410A	
60	Bic crystal pens - fine point	black		170	PRINTER CARTRIDGES FOR HP DESKJET 1280 PRINTER: 2 X HP 51645 BLACK		
61	Bic crystal pens- fine point	red		171	PRINTER CARTRIDGES FOR HP DESKJET 1280 PRINTER: 2 X HP C6578 COLOUR		
62	Bic crystal pens- fine point	blue		172	PRINTER CARTRIDGES : HP LASERJET 12A (2512A)	CB435A	
63	VXA cleaning cartridge	8mm		173	PRINTER CARTRIDGES : HP LASERJET 35A (P1005)	Q594A	
64	Bullet point marker - artline 700	black		174	PRINTER CARTRIDGES : HP LASERJET 49A (1320)		
	DISCRIPTION	SIZE	PRICE INCL VAT		DISCRIPTION	SIZE	PRICE INCL VAT
65	Bullet point marker - artline 700	green		175	RIBBONS OKI MICROLINE 5591 PRINTER		
66	Bullet point marker - artline 700	red		176	SEIKO PRECISION SBP -1051 - RIBBONS		
67	Bullet point marker - artline 700	blue		177	CP1515n HP COLOUR PRINTER CARTRIDGE		
68	Bullet point marker - artline 70	black		178	BROTHER HL-5250 DN CARTRIDGE (BLACK) INK CARTRIDGE		
69	Bullet point marker - artline 70	green		179	XEROX PHASER 3117/3122 (D1)		
70	Bullet point marker - artline 70	red		180	HP LASERJET 85A BLACK CARTRIDGE		
71	Bullet point marker - artline 70	blue		181	CARTRIDGES FOR HP DESKJET5550 (57) 13540221- (56/58)03272534		
72	Bullet point marker - artline 100	black		182	HP LASERJET 45 BLACK CARTRIDGE	45	
73	Bullet point marker - artline 100	green		183	OKI B4350 TONER - BLACK	B 4350	
74	Bullet point marker - artline 100	red		184	HP LASERJET 1018 BLACK CARTRIDGE 12A	12A	

	DISCRIPTION	SIZE	PRICE INCL VAT	NO	DISCRIPTION	SIZE	PRICE INCL VAT
75	Bullet point marker - artline 100	blue		185	HP INKJET 5610PRINT CARTRIDGE 22 TRICOLOR		
76	Penguing stamp ink	30ml		186	HP INKJET 5610 PRINT CARTRIDGE 27 BLACK		
77	Highlighters	Wallet 4		187	RECTANGULAR INSTRUCTION LABELS - URGENT	1 BOX	
78	Highlighters	Wallet 6		188	RECTANGULAR INSTRUCTION LABELS - BY HAND	1 BOX	
79	Highlighters	Wallet 10		189	RECTANGULAR INSTRUCTION LABELS - THANK YOU	1 BOX	
80	backing boards	A4		200	SOUTH AFRICAN CONCISE DICTIONERY	OXFORD	
81	Slide binders	15 mm		201	POP-UP PADS - ASSORTED COLOURS	100 SHEETS	
82	HB pencils	pack of 12		202	SELF STEAK FLAGS	24.5MM X 43.6 MM	
83	Cube refills assorted colour	90X90MM		203	FLIP FILE POCKET A4	PACK OF 10	
	DISCRIPTION	SIZE	PRICE INCL VAT	NO	DISCRIPTION	SIZE	PRICE INCL VAT
84	leverach box - stor away units - 6 leverarch files	290 x 575 x 375mm		204	BUSINESS CARD HOLDER WITH INDEX		
85	lever arch file	72 mm x 32 cm		205	Large tape dispenser - durable	accepts tape up to 33m	
86	Storage unit - A4 (grey }	6 Drawer		206	FILE FASTNERS (BOX OF 50)	80MM	
87	Rubber stamp "URGENT" (in red)	Red		207	RULER	30CM	
88	Rubber stamp "Private & CONFIDENTIAL (in red)	Red		208	CUBE HOLDER	90X90MM	
89	Rubber stamp "true copy of the original"	self inking		209	PEN HOLDER	BLUE	
90	Rubber stamp"E S GOVENDER,chief superintendent service &police	self inking		210	NOTE BOOK 144PAGES	A5 SIDE BOUND	
91	Rubber stamp"E S GOVENDER,examiners learner& drivers licence	self inking		211	Computer binders PVC	A3 BLUE	
92	Cotton twine	4mm x 500g		212	COMPUTER BINDERS PVC	A4 BLUE	

	DISCRIPTION	SIZE	PRICE INCL VAT	NO	DISCRIPTION	SIZE	PRICE INCL VAT
93	Ready or file sorters	A-Z/Jan-Dec/1-31		213	MASONITE CLIP BOARD	240X380	
94	N S 3 sheet boards - white	160g		214	LAMINATED POUCHES	90MM - 60 MM	
95	N S 3 sheet boards - blue	160g		215	SELF STEAK FLAGS	24,5MM X 43,6 MM	
96	N S 3sheet boards - tokai	160g		216	SELF ADHESIVE LABELS - RED	13MM DIAMETER	
97	Resin steel binder cover A4 for unbind binding machine	A4		217	CD VERBATIM	PACK OF 10 CD+R	
98	Fingerletters- blue 10	size 0 and size 2		218	RE INFORCEMENT RINGS	250 PER BOX	
99	Grip binders A4	51mm		219	ADAPTOR WITH TWO PIN PLUG		
100	White chalk	box		220	INTERLEAVES	A4	
101	Folders pack of 100	180gsm		221	PHOTOCOPY PAPER - ROTATRIM WHITE	A4 80gsm	
102	ELTORO BOARD A4	A4		222	DVD WRITTABLE DISCS 4.7GB	VERBATIM	
103	OVERHEAD A4 PLSTIC TRANSPARENCIES	A4		224	PENTEL ROLLERBALL PEN	BLACK PACK	
104	TRANSPARENT LAMINATING A4 PLASTIC COVER	150 micron pack of 10		225	PENTEL ROLLERBALL PEN	RED	
105	Foldback clip - black	41mm box of 24		226	Magnetic White board	900mmX900mm	
106	PAPER CUBE HOLDER WITH RAINBOW SHEETS	90X90mm		227	Correction fluid		
107	PVC expanding file (A-Z, JAN-DEC&1-16)elastic strap to securely close the cover	16 partitions with gusset		228	Concertina file features 20 compartment with plastic reinforcing		
108	A4 dividers - division assorted	A4 10 division assorted		229	Brown personnel files	100's	
109	PVC name badges(box of 50)	90mm x57 mm		230	Book ends	134mm	
110	HP officejet Pro L7780 cartridges all in one	4 of each		231	Cannon printer i560 cartridge yellow,black magenta,cyan	4 of each	
111	Rotatrim paper BOX	A3 80gsm		232	HP LJ P1102 CE285A	BLACK	
112	Continuous feed blank listing paper (box of 2000)	280x370		233	HP LJ CF280A	BLACK	
113	A3 ENVELOPES	A3 80gsm		234	HP Laserjet 1600 cartridge	black Q600A	
1114	B4envelopes 353x250mm	353x250mm		235	HP Laserjet 1600 cartridge	Yellow Q6002A	
115	Drawing pins - silver (box 100)	11mm		236	HP Laserjet 1600 cartridge	Cyan Q6001A	

APPENDIX 3: TERMS AND CONDITIONS: GOODS

1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.
2. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the order in terms of this purchase order. No other terms and conditions shall be binding upon the Purchaser unless accepted in writing.
3. An advice note or packing slip bearing the Purchaser's order number must be sent to the Purchaser on the same day that the goods are dispatched and a copy of such advice note or packing slip bearing the Purchaser's order number must be enclosed with the goods.
4. An invoice bearing the Purchaser's order number shall be sent to the Purchaser on the day on which goods are dispatched.
5. Payment will be effected within 30 days of receipt of invoice, provided that the Purchaser is satisfied with the goods rendered. The Purchaser shall not be responsible for delays in payment which are beyond its reasonable control.
6. The price herein specified, shall otherwise expressly stated include all taxes and duties of any kind which either party is required to pay with respect to the sale of goods rendered in terms of this agreement.
7. Ownership of and the risk in and to the goods shall pass to the Purchaser only upon receipt of the goods by the Purchaser in or on its premises and upon an authorized signatory certifying that the goods were received in good order.
8. Materials bought or obtained by the Vendor for use on contract works, shall become the property of the Purchaser immediately when the relevant portion of the actual price of the materials is paid to the contractor in accordance with the terms of payment as set out in this agreement. Property in and the title to the contract works shall pass to the Purchaser in proportion to the amount paid to the Vendor in accordance with the terms of payment.

9. The Vendor indemnifies the Purchaser against all loss of any kind whatsoever which may be occasioned by loss or damage to the material or works concerned in this agreement, whether these are the property of the Purchaser, the Vendor or of any other party.
10. The Purchaser shall not be liable for any loss, damage or expense arising from the Vendor's execution of the order with the Purchaser and the Vendor shall indemnify and keep the Purchase indemnified against any loss, damage, expense or injury to any property or any person in consequence of any defect in design (not originating with the Purchaser) work or material or from any negligence of the Vendor, its servant or agents. If the Purchaser becomes subject to any such claim, the Vendor shall render all reasonable assistance as required by the Purchaser to settle or defend any such claim or arbitration or proceeding arising there from and shall be liable for inter alia all legal fees incurred by the Purchaser in defending and/or settling such claims.
11. All delivery instructions of the Purchaser shall be strictly complied with and failure to do so will render the order subject to total or partial cancellation at the option of the Purchaser and the Purchaser shall be entitled to Purchase such goods elsewhere and debit the contractor with any loss, expense and cost thereby incurred.
12. The Vendor is required to acknowledge receipt and acceptance of this purchase order and the terms and conditions therein. Non-receipt of the Vendor's acknowledgment within three (3) working days from the date of this purchase order shall be deemed to signify acceptance by the Vendor of this purchase order and its conditions.
13. All goods delivered under any order of the Purchaser must be strictly to the quality control, engineering and building specifications, drawing, descriptions, samples or any other data furnished or adopted by the Purchaser and all goods must be in a new condition when delivered.
14. The Vendor warrants that all goods delivered under this order are fit and sufficient for the purpose for which they are intended to be used, that they are of merchantable quality and free from defects, whether they are patent or latent, in both material and workmanship.
15. The terms of all orders of the Purchaser or information supplied thereunder or derived therefrom are strictly confidential and shall not be divulged to any third party.

16. Failure by the Purchaser to enforce any of these issues shall not be construed as a waiver of any of the Purchaser's rights hereunder.

Responsibilities of the Vendor:

1. In accordance with the requirements of the Request for Quotation, provide Goods in the quantity, on or before the due date determined in or stated in a written order issued by the Purchaser.
2. Ensure that all goods shall be packaged with the provisions of the Request for Quotation. Where no provisions are made in the specifications for packaging, the goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in stores.
3. Ensure that all containers (including packaging cases, boxes, tins, drum and wrappings) supplied by the Vendor shall be considered as non-returnable, and their cost having been included in the price of the goods.
4. Ensure that each consignment is clearly marked on the outside of the consignment or package with the Vendor's name and full details on the destination in accordance with the Purchaser's order and include a packaging note stating the contents thereof.
5. Ensure that on dispatch of each consignment, the Vendor shall send to the Purchaser at the address for delivery of the goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch.
6. Send to the purchaser a detailed priced invoice as soon as reasonably practical after dispatch of the goods.
7. Ensure that the delivery of goods is effected within 7 days from receipt of the Purchaser's order, or if otherwise specified by the Purchaser. Should the Vendor have reason to suspect delays in delivery, the Vendor shall advise the Purchaser upon receipt of an order, in writing, of any anticipated delays citing reasons therefore and put forward a new anticipated delivery timeline. The Purchaser may extend the delivery date as it sees fit. Unless and until the Vendor receives a notification of the new, extended delivery date, there shall be no extension to the delivery date.

Responsibilities of the Purchaser:

1. The Purchaser will co-operate with the Vendor and provide the Vendor with such data, information and assistance as the Vendor may reasonably require either enabling or facilitating the Vendor to comply with its obligations under this Agreement.
2. The Purchaser shall supply the Vendor with reasonable access to relevant premises, personnel, equipment and systems as the Vendor may reasonably require for the purposes of its obligations, provided that the Purchaser shall then not be required to incur any extra costs without its prior agreement which may be refused at its sole discretion;
3. The Purchaser shall ensure that any party over whom it has direct control performs its functions and duties as may be reasonably required by the Vendor to enable it to comply with its obligations under this Agreement;
4. If the Purchaser is requested by the Vendor, but without absolving the Vendor from any of its service provision obligations, the Purchaser will utilise its best efforts to facilitate compliance and/or co-operation from other third parties and role-players with whom the Vendor requires to interact in order to comply with its obligations under this Agreement.

Special Conditions of Contract:

Signed on behalf of the Purchaser:

Designation: _____

Date: _____

Signed on behalf of the Vendor:

Designation: _____

Date: _____

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/MUNICIPAL ENTITY)			
BID NUMBER:	MN 262/2019	CLOSING DATE:	22 AUGUST 2019
		CLOSING TIME:	12 H 00 PM
DESCRIPTION	SUPPLY AND DELIVERY OF STATIONARY		

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	
CONTACT PERSON	Sihle Shozi	TELEPHONE NUMBER	
TELEPHONE NUMBER	039 976 1202	FACSIMILE NUMBER	
FACSIMILE NUMBER	039 976 0017	E-MAIL ADDRESS	
E-MAIL ADDRESS	sihles@umdoni.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?YES / NO

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the [] preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

POINTS	
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in
business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS
 DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
 PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD 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 (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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