



UMDONI MUNICIPALITY

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

MAINTENANCE OF STREET LIGHTS IN WARD 15 – SCOTTBURGH NORTH

MIN 2021

NAME & ADDRESS OF BIDDER

Name: _____

Tel: _____

Address: _____

Fax: _____

Cell: _____

E-mail: _____

Postal code: _____



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: **29.03.2021** Notice no: **MN99/2021** Closing Date: **29 APRIL 2021**

Closing time: **12:00**

Description: **MAINTENANCE OF STREETLIGHTS IN WARD 15 – SCOTTBURGH NORTH**

- Only suppliers who have the relevant experience and capacity will be considered.
- The specification document is available upon request and on the website www.umdoni.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 courier 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 Mr N Gumede 082 480 8004 or Mr Ntuthuko Mchunu 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.


Mr D. Nyathi
Supply Chain 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. Copy of tax clearance certificate and pin sheet
2. Company registration certificate (e.g CK registration)
3. Original or certified copy of B-BBEE certificate
(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. Detailed Quotation to be in a signed or stamped Company letter head
8. Attach relevant proof of services rendered
9. Attach CIDB grading of 1EP
10. Proof of CSD registration Summary Report

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



UMDONI MUNICIPALITY
STREETLIGHT MAINTENANCE
BILL OF QUANTITIES (B.O.Q)

Item No.	Description	Unit	Qty	Rate (R)	Amount (R)
1	MINOR REPAIRS				
1,1	replacements: All inclusive (labour, travelling etc)cost to replace	Each	1		
a	70 watt globe	Each	1		
b	70 watt fitting	Each	1		
c	150 watt globe	Each	1		
d	150 watt fitting	Each	1		
e	250 watt fitting	Each	1		
2	FITTINGS				
2,1	Photocell	No.	1		
2,2	Fuse wire	No.	1		
3	MAJOR REPAIRS				
3,1	replacing pole				
b	Circuit breaker/reset	Each	1		
3,2	Replacement of fuse or reset c/b in pole/cdu/tsu/mss (Ground level)	Each	1		
3,3	Straightening of fitting	Each	1		
4	Cable Laying (LV (600/1000V,4/3/2 Core, PVC Insulated Cable, CNE Cu/Al Conductors				
4,1	Direct in ground				
4.1a	4mm ² to 35mm ² (inclusive) cable sizes	m	1		
4.1b	50mm ² to 95mm ² cable sizes	m	1		
4,2	In Cable Duct (actual length on duct only)				
4.2a	4mm ² to 35mm ² (inclusive cable sizes	m	1		
4.2b	50mm ² to 95mm ² cable sizes	m	1		
4,3	Installation of cable ducts	m	1		

5	Removal Of Poles				
5,1	Removal of pole: Gum/Steel/Concrete/Prestressed/Fibre glass up to 13.0m (including strut poles)	Each	1		
5,2	Post Top Pole (4.2m to 5.6m)	Each	1		
6	Planting of Poles				
6,1	Gum/Steel/Concrete/Prestressed/Fibre glass up to 13.0m including strut	Each	1		
6,2	Post top pole 4.2m and 5.6m (including concreting/cementing at base of pole)	Each	1		
6,3	Straightening of all poles	Each	1		
10,5	Pole numbers (per pole)	Each	1		
7	Underground cable fault location				
7a	The process involved in testing, locating and isolating a faulty cable (cable fault) to one span in a circuit that has more than one pole	Each	1		
7b	Isolating and preparing of a faulty cable for test in a circuit that has only one pole	Each	1		
	Prices are all inclusive of labour, travelling etc				

SUB-TOTAL	
ADD V.A.T @ 14%	
TOTAL CARRIED TO FORM OF OFFER	

Reference	Date	Method of Complaint	Complainant	Ward / Area	Contact Details	Nature of Complaint
C397/040219	04/02/2019	Email	Mr Roger Collins	Ward 15 - Scottburgh South, 36 David Road	rogercollins@telkomsa.net	Street Light repairs - house number 8 Aubrey Drive, pole # 506
C448/070219	08/02/2019	Letter	Dr MR Desai	Ward 15 - Park Rynie	mrdesai@telkomsa.net/0844786131	Street light repair - Pole 14 - School Circle
C450/080219	07/02/2019	Letter	Dr MR Desai	Ward 15 - Park Rynie	mrdesai@telkomsa.net/0844786131	Street light repair - Pole 508,509,16 - Convent Road
C467/110219	11/02/2019	Email	Mr N Maurice	Ward 15 - Scottburgh	039 9761560 - 083 3986730	Street Light Repairs - No 121: Corner Galway/Cordiner Street
C491/120219	12/02/2019	Letter	Park Rynie Civic Association	Ward 15 - Park Rynie	039 978 3106 / 081 270 8209 naidoonn@yahoo.com	Street light repairs : in excess of 60 lights dysfunctional
C535/150219	15/02/2019	Telephone	Ms Maria Doorisamy	Ward 15 - Park Rynie	0662494663/maria.doorisamy@gmail.com	Streetlight Repairs : Pole next to Lot 407, 3rd Street
C623/010319	01/03/2019	Email	Mr Chris Buckler	Ward 15 - Scottburgh	chrishif@vodamail.co.za/082 922 3890	Street light repairs : Arbuthnot Street in Front of The Seahorse Building.
C703/080319	08/03/2019	Email	Tanya Towell	Ward 15 - Scottburgh 113 Marine Drive	tanya@halfway.co.za/076827 9589	Street light repairs - 3 light out of order - Pole # 070145
C714/120319	12/03/2019	Email	Enzo Pizzeria	Ward 15 - Scottburgh Marine Terrace Drive	0399783674/enzos@telkomsa.net	Street lighting – All of the street lights starting from the beach turn heading south to the end of Marine Terrace are all not working
C861/270319	27/03/2019	Email	Mr Roger Collins	Ward 15 - Scottburgh	084 6199917/ rogercollins@telkomsa.net	Street light repairs - 8 Aubrey Rd Scottburgh South - pole # 506
C889/270319	28/03/2019	Email	Megan De Oliveira	Ward 15 - Scottburgh	megan@badseyproperties.co.za/084 660 3615	Street light repairs throughout Scottburgh
C896/010419	01/04/2019	Email	Mr N E Maurice	Ward 15 - Scottburgh	039 9761560 - 083 3986730	Street light repair - Pole 121 Corner Galway and Cordiner Streets
C904/010419	01/04/2019	Telephone	Mrs G.Ramchundar	Ward 15 - Sub5, Lot 427, 3 rd Street, Park Rynie	0399781452/0842408401	Streetlights repairs in Park Rynie area
C931/010419	01/04/2019	Email	Ms Gita Singh	Ward 15 - Park Rynie	gitasingh446@gmail.com	Street Light repairs - Pole No. 9, location Lots 390, fourth street, Park Rynie
C991/080419	08/04/2019	Email	Mrs Jenny Inder Singh	Ward 15 - Park Rynie - ERF 390 SUB 4, House no. 50	jennyr@stowell.co.za / 033-8450579 / 082-7575653	Repairs to street light in front of property
C1106/240419	24/04/2019	Telephone	Mr VK Govender	Ward 15- Park Rynie	0823996733	Street light repairs - Lot 369 Rocklyn Avenue
C1193/300419	30/04/2019	Email	Cllr S Singh	Ward 15- Park Rynie	promobag@gmail.com	Street lights in Marine Drive between Second Avenue and Third Avenue are still not functioning and requires urgent attention
C1216/300419	30/04/2019	Email	Cllr S Singh	Ward 15- Park Rynie	promobag@gmail.com	Streetlights not functioning in the vicinity of the Blue Marlin Hotel
C1217/300419	30/04/2019	Email	Cllr S Singh	Ward 15- Park Rynie	promobag@gmail.com	Streetlights not functioning in Marine Terrace – Scottburgh Central
C1238/020519	02/05/2019	Email	Ms E Badsey	Ward 15 - Scottburgh : 10 Adams Street	082 584 3581/039 976 1746/snuskae@gmail.com	Street light repairs - Adams Street and Scott Street
C1265/060519	06/05/2019	Email	Wendy Barwell	Ward 15 - Scottburgh - 32 David Road	wendybarwell@gmail.com	The street light on the corner of David Rd and Aubrey Rd, Scottburgh South

C1275/100519	10/05/2019	Walk in	Mr A Ally	Ward 15 - Park Rynie	081 363 0348/ 039 978 3786 / allya4949@gmail.com	Street light repairs - from Corner of Marine Drive and Alexandra Road
C1447/030619	03/06/2019	Email	Ms Lynn Gillham	Ward 15 - Scottburgh Freeland Park	lynngillham112@gmail.com	Streetlight repairs - Lot 1081 Freeland Park Scottburgh
C1448/030619	03/06/2019	Email	Ms Lynn Gillham	Ward 15 - Scottburgh Freeland Park	lynngillham112@gmail.com	Streetlight repaired - in the vicinity of Lot 1081 Freeland Park Scottburgh remains on 24 hours
C1457/030619	03/06/2019	Telephone	Mr G Naidoo	Ward 15 - Park Rynie - 4th Street	0832979598	Street light repairs - Lot 3/376 - Pole # 4
C1516/130619	13/06/2019	Telephone	Mr Ian Baird	Ward 15 - Aubrey Road, Scottburgh South	0845025189/albabaird@gmail.com	Streetlight repairs between David road & Marion Drive Scottburgh South.
C1546/190619	19/06/2019	Telephone	Mrs Freemantle	Ward 15 - Park Rynie - Lot 206 #1 Oceanic Grove	laura.freemantle43@gmail.com/083 6 02 0589	Streetlight not working on Oceanic Grove - Park Rynie
C1597/030719	03/07/2019	Letter	Mrs FE Dawood	Ward 15 - Park Rynie - Slayley Road	buccas.h@gmail.com	Street lights repairs - Pole #823,812 and 827
C1611/090719	09/07/2019	Telephone	Johan Blignaut	Ward 15 - Escombe Crescent, Freeland Park	kblignaut@yahoo.com/0761512926	Repairs to streetlights
C1631/120719	12/07/2019	Telephone	Kimeshree Moodley	Ward 15 - Scottburgh South - 58 Marion Avenue	073 147 5132/ kimeshreemoodley@gmail.com	Street light repairs in David Road and Margaret Avenue
C1633/120719	12/07/2019	Telephone	Demetrios Stamatis	Ward 15 - Scottburgh South - 11 Memory lane	083 387 5557 / demetre@adcan.co.za	Street light repairs in Memory Lane
C1652/170719	17/07/2019	Telephone	Mr Anthony Devitt	Ward 15 - 14 Sylvia Road Freeland Park, Scottburgh	0828044913 anthonyd@glasspartners.co.za	Streetlights not working in vicinity of property
C1670/220719	22/07/2019	Telephone	Mr E Vahed	Ward 15 - Park Rynie	039 976 1480/083 876 7864	Streetlight repairs : Agra - Pole # 16 Convent Road. Light in front of the Convent in the vicinity of the Station
C1678/230719	23/07/2019	Telephone	Mr R Hariparsad	Ward 15 - Park Rynie	0845577216/rakshariparsad11@gmail.com	Street light repairs : All lights not working on Marine Drive
C1723/310719	31/07/2019	Email	Adv. R Brijraj	Ward 15 - Scottburgh	advbrijraj@gmail.com/072 378 7503	Scott Street, street lights from Standard Bank to dead end at Golf Course, past Collocott Drive, is out of order
C1739/080819	08/08/2019	Email	Mr Peter Postmaa	Ward 15 - Scottburgh South	0718701981/postmaa@gmail.com	Street light repairs - Bahama Ave - At house no 9/11 and at 5/7
C1779/150819	15/08/2019	Email	Cltr S Singh	Ward 15 - Scottburgh	promobaq@gmail.com	Street light repairs - vicinity of 50 Ann Arbor Road
C1802/210819	21/08/2019	Email	Mr Drien Vermaak	Ward 15 - Scottburgh	drienvermaak@gmail.com/083 793 1566	Street light repairs - 27 Edgerton Road. Freeland Park. Scottburgh. The light is located between property and house no 25
C1813/220819	22/08/2019	Email	Adv. R Brijraj	Ward 15 - Scottburgh	advbrijraj@gmail.com/072 378 7503	Street light pole no. 5 opposite 8 Bahama Avenue, Scottburgh South
C1838/280819	28/08/2019	Email	Mr Dean Herbert	Ward 15 - Scottburgh	dean_herbert@telkomsa.net/0847677 740	Street light not working at 31 Adams Street, Scottburgh CBD
C1839/280819	28/08/2019	Email	Mr Dean Herbert	Ward 15 - Scottburgh	dean_herbert@telkomsa.net/0847677 740	Street light not working at 32 Adams Street, Scottburgh CBD
C2125/180919	18/09/2019	Email	Cltr S Singh	Ward 15 - Scottburgh	promobaq@gmail.com	Street light repairs - 1 Bushy Grove in Freeland Park
C2165/250919	25/09/2019	Email	Ms Tanya Towell	Ward 15 - Scottburgh Freeland Park	tanyat@halfway.co.za/076 827 9589	Street light repairs - Moodie Lane, Freeland Park

C2166/250919	25/09/2019	Telephone	Mrs Joubert	Ward 15 - Scottburgh South	083448440	Streetlights are not working at Scottburgh South - house number 67, pole number 340
C2227/221019	22/10/2019	Telephone	Mrs Joubert	Ward 15 - Scottburgh South	0834448740 /ante.joubert@yahoo.com	Streetlights are not working pole number 340 at Scottburgh South Ann About between house number 65 and 67
C2233/291019	29/10/2019	Telephone	Mr Jeremy Pillay	Ward 15 - Scottburgh David Road	0763322943	Streetlight not working - pole 076
C2241/011119	01/11/2019	Email	Mr J Pillay	Ward 15 - Scottburgh South - 7 David Road, Lot 105	jpillay20@gmail.com/076 332 2943/071 702 1612	Fallen street light - 7 David Road
C2262/111119	11/11/2019	Telephone	Mr Collin Marquiss	Ward 15 - Scottburgh	0823534245	Streetlights not working in Cordiner Street and Marine Terrace
C2327/291119	29/11/2019	Email	Ms Bonnie van Deventer	Ward 15 - Scottburgh 46 Arbuthnot Street - Pumula Flats	bonnie.vd@hotmail.com/072 463 4018	Street light repairs - Pole No. 163/22286
C2329/021219	02/12/2019	Email	Mrs Sharon Cross	Ward 15 - Scottburgh 43 Williamson Street	0827740128/sharoncross64@hotmail.com	Streetlight repairs - light at driveway and 2 on either side have not worked for over a year
C2334/031219	03/12/2019	Email	Ms Tammi De Bruyn	Ward 15 - Scottburgh south - 3 Minerva Ave	proexpaving@scottnet.co.za/0399761 700	Streetlight repairs - in front of property and at Ashley Ave
C2349/041219	04/12/2019	Email	Cllr S Singh	Ward 15 - Scottburgh 3 Freeland Road	promobag@gmail.com	A streetlight pole fell on house.
C2351/061219	06/12/2019	Email	Ms Phill Angel	Ward 15 -Scottburgh - Freeland Park	jeanhohls2015@gmail.com/08335309 01	Streetlight repairs -Edgerton Road opposite 16/18 Edgerton Road
C2352/061219	06/12/2019	Email	Ms Phill Angel	Ward 15 - Scottburgh Freeland Park	jeanhohls2015@gmail.com/08335309 01	Street light repairs - Pioneer Place opposite number 4
C2353/061219	06/12/2019	Email	Ms Anne Truscott	Ward 15 - Scottburgh Freeland Park	annetruscott1@gmail.com	Street light repairs - Corner of Sylvia and Olive Road. Outside the entrance to Lakeview
C2360/101219	10/12/2019	Email	Mrs Jo-anne Whitaker	Ward 15 - Scottburgh South - Lot 198, 17 Savel Place	seanymp@scottnet.co.za/039-9760534/0619085327	Street light repairs throughout Savel Place
C2365/111219	11/12/2019	Email	Ms Joclyn Easton	Ward 15 - Park Rynie	joclyneaston@gmail.com/0836070761	Street light repairs - 140 Alkins Drive and Guy Close
C2371/171219	17/12/2019	Email	Mr A Ally	Ward 15 - Park Rynie	0842471486/081 363 0348/ 039 978 3786 / allya4949@gmail.com	Street light repairs - 2 in the park at Park-Rynie and 4 around the park viz. 2 in Lotus Road and 2 in First Street
C2372/171219	17/12/2019	Email	Mr A Ally	Ward 15 - Park Rynie	0842471486/081 363 0348/ 039 978 3786 / allya4949@gmail.com	Street light repairs - 2) 6 around Pillay's Supermarket in Second Avenue
C2373/171219	17/12/2019	Email	Mr A Ally	Ward 15 - Park Rynie	0842471486/081 363 0348/ 039 978 3786 / allya4949@gmail.com	Street light repairs - 6 along Marine Drive near the St. Francis School
C2374/171219	17/12/2019	Email	Mr A Ally	Ward 15 - Park Rynie	0842471486/081 363 0348/ 039 978 3786 / allya4949@gmail.com	Street light repairs - 6 Along Bermuda Way from the Old Age Home to the beginning of the Golf Course
C2377/171219	17/12/2019	Email	Mr A Ally	Ward 15 - Park Rynie	0842471486/081 363 0348/ 039 978 3786 / allya4949@gmail.com	Streetlight repairs - Approximately 15 street lights not working from the beginning of Alkins Drive north to the end of Alkins Drive North

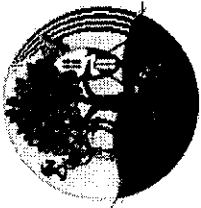
C2448/130120	13/01/2020	Email	Marina McGregor	Ward 15 - Scottburgh Erskine street	2triple@gmail.com/0845581770	Street lights repairs in vicinity of property
C2455/130120	13/01/2020	Email	Mrs Kathleen Keeble	Ward 15 - Scottburgh	kay.keeble@gmail.com	Street light repairs - Cordiner Street
C2484/200120	20/01/2020	Telephone	Mrs Talitha Main-Baillie	Ward 15 - 44 Arbuthnott street at Scottburgh Lot number 578	0712938784	Street lights are not working
C2489/220120	22/01/2020	Telephone	Mrs Janet	Ward 15 - Scottburgh South	0399762161/0788696993	Streetlight repairs - # 17 Ann Arbor Road. Pole located between # 15 & 17
C2516/290120	29/01/2020	Email	Mrs Veronica Blanchard	Ward 15 - Scottburgh CBD	blanchard087@gmail.com	Street light repairs - second poles from the corner of Scott and Cordiner Streets, in front of Scottburgh Centre and Sunland. The lights are closest to the Surf Empire shop and the other one is on the opposite side of the road in front of Jawitz Property.
C2521/290120	29/01/2020	Telephone	Mr S Govender	Ward 15 - Park Rynie - 27 First Street	0781630284	Street light repairs - Pole number 6 streetlight is not working
C2527/300120	30/01/2020	Email	Jane Bratley	Ward 15 - No.13 Bushy Grove Freeland Park	jbratley3@gmail.com/082.9254024	Street light repairs in vicinity of property.
C2528/300120	30/01/2020	Email	Mr Pete Ferreira	Ward 15 - Scottburgh CBD	peteferreira7@gmail.com	Street light repairs - 6 or 9 streetlights in Scott Street are out of order
C2591/060220	06/02/2020	Telephone	Mr Connell	Ward 15 - Scottburgh 28 Cordiner Street	0399760410/0839441472	Street light repairs - Pole number 678
C2612/190220	19/02/2020	Telephone	Mr S Govender	Ward 15 - Lot 523, House # 27, First Street, Park Rynie	0781630284	Street light repairs - pole located opposite property
C2668/050320	05/03/2020	Email	Ms Martie Settle	Ward 15 - 33 Ashley Avenue, Scottburgh	0827140624/martsettle@gmail.com	Street light repairs in front of 29 and 33 Ashley Ave
C2694/090320	09/03/2020	Email	Anki Rossouw	Ward 15 - Scottburgh	ankirossouw43@gmail.com	Streetlight repairs - Scottburgh South
C2718/130320	13/03/2020	Email	Mrs Barbara Tedder	Ward 15 - 25 Cordiner St, Scottburgh	barbara@scottnet.co.za	Street lights repairs in vicinity of residence.
C2720/130320	13/03/2020	Email	Ms Julien Catherine	Ward 15 - Scottburgh	jclepront@skytec.co.za	Street light repairs - Cordiner Street, Marine Terrace.
C2721/130320	13/03/2020	Email	Ms Julien Catherine	Ward 15 - Scottburgh	jclepront@skytec.co.za	Street light repairs - directly opposite fish and chips take away shop, by the stop sign, there is an old light pole (wooden) that make big sparks of electricity and buzzing cracking noise as well as smoke from time to time, for more than 10 months
C2775/160320	16/03/2020	Email	Ms Samantha Osborn	Ward 15 - Caine Road - Park Rynie	uglybugs00@gmail.com	Street light repairs in the vicinity of Home Affairs offices
C2800/180320	18/03/2020	Email	Mr Tony Krijger	Ward 15 - Scottburgh	riverlodge@mweb.co.za/0828925986	Street light repairs - R102 opposite the Cutty Sark Hotel
C2801/180320	18/03/2020	Email	P Angel	Ward 15 - 18 Edgerton Road Freeland Park Scottburgh	jeanhohls2015@gmail.com	Street light repairs - 4 Pioneer Place Freeland Park, 16/18 Edgerton Road Freeland Park

C2803/180320	18/03/2020	Email	Ms Jennifer Cross	Ward 15 - 35 and 37 Marion Avenue, Scottburgh South	jenni.cross05@gmail.com	Street light repairs in vicinity of property
C2805/190320	19/03/2020	Email	Mr Vassen Reddy	Ward 15 - 44 Third Street - Park Rynie	vassen7@gmail.com	Street light repairs - Between hse no. 44 and 42 / Between hse no. 46 and 48
C2813/240320	24/03/2020	Email	Ms Raeesa Bridgemohan	Ward 15 - Savell Place, Scottburgh South	raeesab32@gmail.com/0732812597	All street lights in Savell Place not working for several months
C2831/130520	13/05/2020	Email	Cllr S Singh	Ward 15 - Scottburgh	promobag@gmail.com	Streetlight repairs - 10 Barbara Avenue
C2833/150520	15/05/2020	Email	Ms Ann Sanchez	Ward 15 - Scottburgh	0846200822/asanchez@annabelletrics.com	Street light repairs - border between Galway Apartments at no. 148 Galway Street and Killarney - no. 140 Galway Street
C2834/150520	15/05/2020	Email	Michele Mackenzie	Ward 15 - Galway Street, Scottburgh	gremlins.kzn@gmail.com	Street light repairs - Street lights not working in the section of Galway from the new medical centre down to the corner of Galway and Arbuthnot
C2835/150520	15/05/2020	Email	Michele Mackenzie	Ward 15 - Galway Street, Scottburgh	gremlins.kzn@gmail.com	Street light repairs - corner of Methodist church
C2843/040620	04/06/2020	Email	Cllr S Singh	Ward 15 - 9 Ashley Avenue in Scottburgh South	promobag@gmail.com	Streetlight repairs - 9 Ashley Avenue in Scottburgh South
C2845/040620	04/06/2020	Email	Cllr S Singh	Ward 15 - 342 Rodger Road Scottburgh South	promobag@gmail.com	Streetlight repairs in vicinity of property
C2850/080620	08/06/2020	Email	Suresh Parshotam	Ward 15 - 45 and 47 Airth Street Scottburgh	Parshotam@telkomsa.net/039-9781712/4	Streetlights in vicinity of property to be repaired
C2856/180620	18/06/2020	Email	Ms Lynda Stuart	Ward 15 - Scottburgh Freeland Park	rob_lynda@yahoo.co.uk	Streetlight repairs - Short Street (Valley Crescent) - outside the Coconut Village gate
C2857/180620	18/06/2020	Email	Ms Sharon Bester	Ward 15 - Palm/Dududu Rd - Freeland Park	sharonbester55@gmail.com	Streetlight repairs - no 61,62,63 and 64
C2859/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Edgerton Road - Poles 9, 10, 25 Edgerton Road and the light on the corner of Palm and Edgerton Road
C2860/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Freeland Road - Poles 1, 5 and street light opposite 11 Freeland Road (overgrown by the tree)
C2861/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Bushy Grove - Poles 1, 3, 4
C2862/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Olive Road - Pole 6 near Lakeview Entrance
C2863/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Sylvia Road - Poles 5, 6, 8, 9, 10
C2864/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Woodford - Pole 1
C2865/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Escombe Crescent - 2, 3, 5, 6
C2866/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Richmond Road - Pole outside 5/7 Richmond Road
C2867/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Wesley Road - 6 Wesley Road and 15 Wesley Road

C2868/180620	18/06/2020	Email	Mr Gareth Hampson	Ward 15 - Freeland Park	0824626803	Streetlight repairs - Lagoon Drive - the 3 lights at the end of Lagoon Drive and opposite 26 Lagoon Drive
C2869/180620	18/06/2020	Email	Mr Kapil Sevnanan	Ward 15 - Scottburgh	vandansev@gmail.com	Streetlight repairs - all streetlights at lower Galway Street
C2870/180620	18/06/2020	Email	Mr Steve	Ward 15 - Scottburgh	cybert1050@gmail.com	Streetlight repairs - 53 David Road Scottburgh South
C2872/180620	18/06/2020	Email	Ms Lungisile Ngcobo	Ward 15 - Scottburgh	lungisile.ngcobo@gmail.com	Street light repairs - Scottburgh South - Memory lane & streetlights opposite the mall
C2874/180620	18/06/2020	Email	Roxanne Clelland	Ward 15 - Scottburgh	roxyclelland@icloud.com	Streetlight repairs - 53 David Road
C2875/180620	18/06/2020	Email	Aggie Govender	Ward 15 - Park Rynie	aggie.govender@gmail.com	Streetlight repairs - Alkins Drive
C2876/180620	18/06/2020	Email	Preethilal Sewnarain	Ward 15 - Scottburgh	sewnarainpr@gmail.com	Streetlight repairs - Rahle Road
C2878/180620	18/06/2020	Email	Mr Geoff Smailes	Ward 15 - Scottburgh Freeland Park	smailes@iafrica.com/083 676 0380	Streetlight repairs - 22 Lagoon Drive
C2879/180620	18/06/2020	Email	Mr Geoff Smailes	Ward 15 - Scottburgh Freeland Park	smailes@iafrica.com/083 676 0380	Streetlight repairs - 9 Wesley Rd.
C2880/180620	18/06/2020	Email	Mr Michael Kinsey	Ward 15 - 3 Ann Arbor, Scottburgh South	mbkinsey1@live.com	Streetlight repairs - intersection of Ann Arbor and Raymond Avenue
C2881/180620	18/06/2020	Email	Nalini Naicker	Ward 15 - Scottburgh South - Adrienne Avenue	nalinin.lotus@gmail.com	Streetlight repairs - 29/31 Adrienne Avenue
C2882/180620	18/06/2020	Email	Lungisani Nceni	Ward 15 - Scottburgh	lungisanincani@gmail.com	Streetlight repairs - Williamson street opposite Summerhill Lodge
C2886/180620	18/06/2020	Email	Rakesh Hariparsad	Ward 15 - Park Rynie	chatzconnect2019@gmail.com	Streetlight repairs - Marine Drive
C2887/180620	18/06/2020	Email	Ms Sada Moodley	Ward 15 - Scottburgh South - Adrienne Avenue	sada.moodley@icloud.com	Street light repairs - opposite 58 Marion Avenue, Scottburgh South
C2892/180620	18/06/2020	Email	Ms Maureen Ridgway	Ward 15 - Scottburgh South	scottint@scottnet.co.za/0834550636	Street light repairs - 5 Memory Lane
C2893/180620	18/06/2020	Email	Anne Truscott	Ward 15 - Scottburgh Freeland Park	anne.t@polka.co.za	Street light repairs - Pole no. 6 - Corner of Olive and Sylvia in Freeland Park
C2894/180620	18/06/2020	Email	Ms Samantha Osborn	Ward 15 - Park Rynie	uglybugs00@gmail.com>	Street light repairs - Opposite the Dept of Home Affairs in Caine Road.
C2895/180620	18/06/2020	Email	Andy Barrett	Ward 15 - Scottburgh Freeland Park	andy4y2s@gmail.com	Street light repairs - Cnr of Escombe Crest and Woodford Road
C2896/180620	18/06/2020	Email	Mr Kobus Schonken	Ward 15 - Scottburgh	schonkenelsa@gmail.com/0824197000	Streetlight repairs - Ashley Avenue
C2900/190620	19/06/2020	Email	Sian Russell	Ward 15 - Scottburgh	sian@halfway.co.za/039 978 7500	Street light repairs - Williamson Street from the Cul-de-Sac at Pearly Shells to the end of Williamson Street at the golf club entrance - 12 lights not working
C2901/190620	19/06/2020	Email	Sian Russell	Ward 15 - Scottburgh	sian@halfway.co.za/039 978 7500	Street light repairs - Around the corner from the golf club up through the golf course into David road - 4 x lights not working before getting to Galway street
C2902/190620	19/06/2020	Email	Brian Maistry	Ward 15 - Park Rynie	bmaistry@ilovo.co.za/084 924 0082	Street light repairs - Hazel Avenue (off Alkins Dr) Park Rynie
C2903/190620	19/06/2020	Email	Mr Ismael Khan	Ward 15 - Scottburgh	trendyshoes@vodamail.co.za	Street light repairs - Aubrey Drive: Pole Numbers 505 504 & 7.

C2904/190620	19/06/2020	Email	Mr Ismael Khan	Ward 15 - Scottburgh	trendyshoes@vodamail.co.za	Street light repairs - David Road: Pole Number 518
C2913/220620	22/06/2020	Email	Mr Bobby Van Staden	Ward 15 - Scottburgh	bpvstaden@gmail.com	Street light repairs - no5 at 28 Allen Street
C2914/230620	23/06/2020	Email	Mrs Rix Windell	Ward 15 - Scottburgh	pwindell@telkomsa.net/0721108988	Streettlight Repairs : 14 Davallen Road, Scottburgh South
C2915/230620	23/06/2020	Email	Mrs Linda Hay	Ward 15 - Scottburgh	hayfamily003@gmail.com	Street light repairs : Corner Ann Arbor Road and Margaret in Scottburgh South Pole Number 331
C2916/230620	23/06/2020	Email	Mrs Linda Hay	Ward 15 - Scottburgh	hayfamily003@gmail.com	Street light repairs : Ann Arbor Road towards Barbara Road Scottburgh South Pole Numbers 339, 340, 341
C2917/230620	23/06/2020	Email	Mrs Linda Hay	Ward 15 - Scottburgh	hayfamily003@gmail.com	Street light repairs : Corner of Ann Arbor Road and Selborne Road Scottburgh South Pole Number 344.
C2920/240620	24/06/2020	Email	Ms Anthea Jaap	Ward 15 - Scottburgh	sandpiper.za@gmail.com	Street light repairs - Galway Street , Allen Street and Airth street
C2924/250620	25/06/2020	Email	Malcolm	Ward 15 - Scottburgh	malcolm@maxsimise.com	Street light repairs - 41/43 Williamson St
C2932/290620	29/06/2020	Email	Mr Cliff Bamber	Ward 15 - Scottburgh South	084 44 94 229/cliffbamber5@gmail.com	Street light repairs - pole number 3, number 209. Outside the front gate of our neighbours at 10 Barbara Avenue.
C2941/010720	01/07/2020	Email	Mrs Kathleen Keeble	Ward 15 - Scottburgh	kay.keeble@gmail.com	Street light repairs - bottom of Adam's street going towards the sea, Panoramic Court, Umndoni Heights, The Gulls
C2946/020720	02/07/2020	Email	Suleman Kadwa	Ward 15 - Scottburgh	suleman@kadsons.net	Street light repairs - 3 street lights situated between 75 and 93 Galway Street
C2947/020720	02/07/2020	Email	Suleman Kadwa	Ward 15 - Scottburgh	suleman@kadsons.net	Streettlight repairs - 2 between 42/ 46 Airth street
C2960/070720	07/07/2020	Email	Karen Kirsten	Ward 15 - Scottburgh	karenkirsten77@gmail.com	Street light repairs - 17/19 Williamson Street (not far from golf club)
C2996/290720	29/07/2020	Email	Jane Bratley	Ward 15 - Scottburgh	jbratley3@gmail.com/082 9254024	Street light repairs
C3008/030820	03/08/2020	Email	Ms Lana Lauderdale	Ward 15 - Scottburgh	0782445075/entmgr@bluemarlin.co.za	Street light repairs - light directly outside complex PUMULA and CANDLEWOOD In 46 Arbuthnot Street Scottburgh
C3028/070820	07/08/2020	Email	Clir S Singh	Ward 15 - Scottburgh	promobag@gmail.com	Fallen Streettlight - 3 Ann Arbor Road Scottburgh South
C3034/120820	12/08/2020	Email	Mr Michael Kinsey	Ward 15 - 3 Ann Arbor, Scottburgh South	mbkinsey1@live.com	Street light pole has fallen - cables exposed - needs to be attended to as a matter of urgency
C3038/140820	14/08/2020	Email	Dr MR Desai	Ward 15 - Park Rynie	mrdesai@telkomsa.net/0844786131	Street light repairs - Park Rynie beach Parking area in front of the Mosque Road
C3070/140920	14/09/2020	Email	Mr Jacques Kirstein	Ward 15 - Scottburgh	jdkirstein@telkomsa.net/0711636168	Street light repairs - 4 Marion Avenue - Scottburgh
C3119/121020	12/10/2020	Email	Ms Colleen Borain	Ward 15 - Scottburgh	colleenborain.cb@gmail.com	Street light repairs - pole number 3 in Erskine street
C3123/121020	12/10/2020	Email	Ms Lucielle Borain	Ward 15 - Scottburgh	lucielleborain.lb@gmail.com/064 815 4806	Street light repairs - pole number 3 in Erskine street

C3128/141020	14/10/2020	Email	Ms Linda Laloo	Ward 15 - Scottburgh	082 8536 425 / lindal@tysonprop.co.za	Street light repairs - Tyson Properties going up to the tote - 129 Scott street /Arbuthnot street. No lights on Scott Street towards Pick and Pay
C3194/081120	08/11/2020	Email	Brenden Morehen	Ward 15 - Scottburgh	epicbrenden@gmail.com	Street light repairs - Margaret Avenue near 22 and 20 - 2 lights are not working
C3266/111220	11/12/2020	Email	Mr A Ally	Ward 15 - Park Rynie	081 363 0348/ 039 978 3786 / allya4949@gmail.com	Street lights in and around the Park in Park-Rynie . Cnr. School Circle and Lotus Road
C3289/110121	11/01/2021	Email	Adv Brijraj	Ward 15 - Scottburgh South	advbrijraj@gmail.com/072 378 7503	Street light at corner of Margaret Ave / Bahama Ave, Scottburgh South - needs bulb replacement
C3290/110121	11/01/2021	Email	Adv Brijraj	Ward 15 - Scottburgh South	advbrijraj@gmail.com/072 378 7503	Street light pole no. 3 opposite 5 Bahama Ave, Scottburgh South is out of order
C3292/110121	11/01/2021	Email	Adv Brijraj	Ward 15 - Scottburgh South	advbrijraj@gmail.com/072 378 7503	Street light pole in front of 57 Ann Arbour Ave, Scottburgh South, is broken and lying on the ground and partly on the actual roadway
C3308/180121	18/01/2021	Email	Park Rynie Civic Association	Ward 15 - Park Rynie	039 978 3106 / 081 270 8209 naidoonn@yahoo.com	Street light repairs : in excess of 60 lights dysfunctional
C3362/030221	03/02/2021	Email	Ms Linda Laloo	Ward 15 - Scottburgh	082 8536 425 / lindal@tysonprop.co.za	Street light repairs - lights not working just outside the complex - on the corner of Arbuthnot and Scott Street. Next to Baobab /Tyson Properties and opposite as well - so on either side and going up Arbuthnot Street(By the bowling
C3377/050221	05/02/2021	Email	Dr MR Desai	Ward 15 - Park Rynie	mrdesai@telkomsa.net/0844786131	The street lights in school circle Road is not working
C3470/080321	08/03/2021	Email	Cllr S Singh	Ward 15 - Scottburgh	promobag@gmail.com	Street light repair - cable broken at Scottburgh Caravn Park



UMDONI MUNICIPALITY

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

RELEVANT EXPERIENCE IN MAINTENANCE OF STREETLIGHTS:

NAME OF CLIENT (e.g. INSTITUTION)	CONTACT PERSON & CONTACT NUMBER	TYPE OF EXPERIENCE & OR SERVICE	VALUE OF ORDERS SUPPLIED	PERIOD / YEARS

Date: _____ Signature: _____

Print Name: _____

NB: References must be clearly for the relevant services and failure to do so will invalidate your bid.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	99/2021	CLOSING DATE:	08 MARCH 2021	CLOSING TIME:	12H00
DESCRIPTION	MAINTENANCE OF STREETLIGHTS IN SCOTTBURGH NORTH				
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)					
CNR OF BRAM FISHER AND WILLIAMSON STREET , SCOTTBURGH 4180					
Bidders					
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	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes		
	<input type="checkbox"/> No		<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		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

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
<p>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.</p>		

**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

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

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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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.

WITNESSES	
1.
2.

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations

D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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	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? (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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	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

Js367bW

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

MBD 9

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 consortium⁹ 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.

⁹ 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.

MBD 9

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

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.