



RAND WEST CITY
LOCAL MUNICIPALITY

RAND WEST CITY LOCAL MUNICIPALITY

TENDER DOCUMENT

Bid No: RWCLM-4/003/2025-2026

Appointment of a service provider for repairs and maintenance of municipal vehicles for a period of 36 months.

Name of Tenderer : _____

Address : _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

Total Bid Amount (for 36 months) : _____

Tender box is situated at corner Second and Fedler Street, Randfontein, Stores Department.



Special conditions of contract and required documentation

1. The following administrative documents must be submitted with the tender document and failure to submit either may lead to your submission being declared non-responsive:

- Valid Quotation for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
- A tax pin compliance certificate
- CSD registration summary report.
- Original BBBEE certificate, certified copy or a EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBBE or Specific Goals. Must be a consolidated certificate for Joint Ventures.
- To claim 20 points of specific goals:
 - bidders must demonstrate to have at least 51% black ownership and at least 51% female ownership either on the BBB-EE certificate, Sworn Affidavit-BBB-EE qualifying Small Enterprise-General, or CSD Registration Summary Report.
- Copies of Company Registration and certified ID copies of company managing directors.
- Completed MBD FORMS.
- A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, or a valid lease agreement signed by both parties the lessee and lessor or SAPS affidavit stating that the bidder not obliged to pay municipal rates. Should a company have more than one director, all directors are required to submit their municipal accounts or lease agreements.
- The Rand West City Local Municipality has approved the authorisation of a 2% Corporate Social Responsibility (CSR) Levy inclusive of vat, to be deducted from all successful service providers that are doing business with RWCLM. The Rand West City Local Municipality Corporate Social Responsibility will cover initiatives such as
 1. Education
 2. Socio-economic development
 3. Sport, Arts, Culture and Recreation
 4. Differently abled persons, previously disadvantaged grouping and marginalised communities amongst others
 5. Other Corporate Social Responsibility Initiatives

NB: No bids will be considered from persons in the service of the state.

2. BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Rand West City Local Municipality Supply Chain Management Policy will apply.
- The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
- Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
- The latest General Conditions of Contract and any Special Conditions of Contract will apply.
- Where applicable the bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
- For all procurement that exceed 10 million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
- The municipality reserve the right for appoint more than one service provider.
- CIDB Grading: NOT APPLICABLE

COMPULSORY BRIEFING SESSION: N/A

Acknowledgement

Signature



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	Bid No: RWCLM-4/003/2025-2026	CLOSING DATE:	05 May 2026	CLOSING TIME:	11H:00
DESCRIPTION	Appointment of a service provider for repairs and maintenance of municipal vehicles for a period of 36 months.				
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					
CORNER SECOND AND FEDLER STREET					
RANDFONTEIN, 1760					
STORES DEPARTMENT					
OPPOSITE ELEGANT GARAGE					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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	Fleet		CONTACT PERSON	M Manyisa	
CONTACT PERSON	Ms Nosipho Bane		TELEPHONE NUMBER	010 496 7126	
TELEPHONE NUMBER	011 411 0058		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Mosimanegape.manyisa@randwestcity.gov.za	
E-MAIL ADDRESS	nosipho.bane@randwestcity.gov.za				

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2022 AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



DEPARTMENT: CORPORATE SERVICES

TERMS OF REFERENCE

Requested by:	Nosipho Bane
Telephone	011 411 0058
Fax number:	
e-mail	Nosipho.bane@randwestcity.gov.za
DESCRIPTION OF SERVICES REQUIRED	
Description:	TENDER NO: BID NO: RECLM-4/003/2015-2026 APPOINTMENT OF A SERVICE PROVIDER FOR REPAIRS AND MAINTENANCE OF MUNICIPAL VEHICLES FOR A PERIOD OF 36 MONTHS.
<u>1. INVITATION TO TENDER</u> Bidders are hereby invited to submit tenders for the repairs and maintenance of Municipal-owned vehicles for a period of thirty-six (36) months. The Municipality intends to appoint one (1) suitably qualified service provider to perform repairs and maintenance services that cannot be undertaken by the Municipality's in-house mechanical workshop. This tender applies to Light Vehicles, Trucks, Plant and Yellow Plant, and is not limited to the attached fleet list, as additional vehicles and equipment may be acquired during the contract period.	
<u>2. BACKGROUND AND OBJECTIVE</u> The Municipality operates a diverse fleet essential to service delivery across departments. Routine servicing and minor repairs are conducted internally; however, major mechanical repairs, specialised diagnostics, and statutory compliance work must be outsourced. The objective of this tender is to: <ul style="list-style-type: none">• Ensure fleet availability and reliability• Reduce vehicle downtime through defined turnaround times• Ensure compliance with statutory and safety requirements• Appoint a competent, accountable service provider for medium- to long-term fleet support	

Rand West City Local Municipality

Cnr Pollock & Sutherland Streets, Randfontein 1759 / P O Box 218, Randfontein 1760

Tel: 011 411 0000, Fax 011 693 1736 Website: www.randwest.gov.za





3. SCOPE OF WORK

The successful bidder shall provide repairs and maintenance services for the following vehicle categories: (Attached as Annexure A is a list of existing vehicles in the Municipal fleet)

3.1 Vehicle Categories

- Light Vehicles: Sedans, bakkies, kombis, SUVs
- Trucks: Medium and heavy commercial vehicles
- Plant & Equipment: Construction and service plant
- Yellow Plant: Graders, loaders, tractors and specialised equipment

3.2 Services Included

The scope includes, but is not limited to:

- Preventative and scheduled servicing
- Mechanical, electrical, hydraulic, and electronic repairs
- Diagnostic testing and fault finding
- Emergency and breakdown repairs
- Roadworthy testing and compliance inspections
- Supply and fitment of parts and consumables
- Warranty and manufacturer-aligned servicing
- After-hours and emergency call-outs (where required)

3.3 Service Levels

The contractor shall:

- Perform all work in accordance with industry best practice
- Use qualified and certified technicians
- Use genuine or OEM-approved parts
- Maintain detailed service and repair records
- Comply with Occupational Health and Safety Act (OHSA)
- Ensure environmental compliance and proper waste disposal

Warranty And Quality Assurance:

1. Mechanical parts supplied must carry a minimum warranty of 6 month from the date of installation.
2. The service provider shall replace any defective or substandard part at no additional cost to the Municipality within the warranty period.
3. The bidder must provide proof of product quality and warranty documentation from the manufacturer or authorized distributor.
4. Where applicable, the bidder must provide after-sales support for warranty claims, returns, and technical advice.





Pricing Instruction:

- The amounts and rates to be inserted in the Bill of quantities shall be the full inclusive amounts to the Municipality for the work described under the items. Such amounts shall cover all the costs and expenses that may be required in and for the supply and delivery of goods, and shall cover the costs of all general risks, profits, VAT, liabilities and obligations set forth or implied in the documents on which the bid is based.
- The Municipality will also at times require vehicle parts that are not listed on the tender specifications.
- Pricing should be quoted based on a single unit quantity for the different categories of vehicles and types of service required. The quantities may vary as per the actual need during the contract term, but the bidder must provide a price per unit for each item as per the schedule provided in the tender document. The contract will be executed on an **as and when required** basis, and the actual quantities will be determined by the Municipality.

Submit pricing as per the provided pricing table found in 'Other Specification' section.

Evaluation Criteria:

Stage 1: Functionality Assessment

No.	Evaluation Criteria	Weight	Proof Required	Scoring Guide	Score
1	Relevant Experience in Fleet Repairs & Maintenance	15	Similar contracts: Client Stamped appointment letter(s) & Purchase Orders	5 points = 1-10 Purchase Orders with Corresponding Appointment Letter(s) 10 points = 11-20 Purchase Orders with Corresponding Appointment Letter(s) 15 points = 21+ Purchase Orders with Corresponding Appointment Letter(s)	
2	Access to vehicle parts (OEM or authorized suppliers)	10	Stamped Letters from OEMs confirming parts supply or partnership	5 pts = 1-4 OEM Letters 10 pts = 5+ OEM Letters	
3	Breakdown response capability (tow truck / response vehicles)	10	Proof of ownership (eNatis), or letter of intent to lease or lease agreement for tow truck and response vehicles (24-hour access)	5 pts = Response vehicle but no tow truck vice versa 10 pts = Response vehicle and tow truck	
4	Workshop size (minimum 1 000 m ²)	10	Site layout plan, lease agreement or title deed indicating workshop size	10 pts = 1 000 m ² or above	





5	Locality / Proximity to the Municipality (Rand West City Local Municipality Jurisdiction)	10	Valid proof of business address (Municipal utility bill or lease agreement).	5 pts = Located within West Rand but outside RWCLM. 10 pts = Located within RWCLM area.
6	Qualified mechanics and workshop staffing	15	CV, Certified trade certificates & letter of appointment	5 pts = 1-2 employed and qualified mechanics 10 pts = 3-4 employed and qualifies mechanics 15 pts = 5+ employed and qualified mechanics
7	Certification and accreditation of workshop (e.g. RMI approval)	10	Valid RMI certificate or equivalent industry accreditation	3 pts = Rating 3 6 pts = Rating 4 10 pts = Rating 5

*Service providers must achieve a **minimum score of 60 out of 80** to qualify for the next stage of evaluation.*

Stage 2: Workshop Physical Inspection

No.	Evaluation Criteria	Weight	Proof Required	Scoring Guide	Score
1	Physical workshop inspection and compliance	20	On-site inspection by Municipal Evaluation Committee. Critical equipment/machinery to be verified during inspection include: 1. Vehicle diagnostic scanning equipment (OEM or multi-brand) 2 Hydraulic lifts or vehicle hoists 3. Engine and gearbox repair equipment 4. Auto-Electrical Testing Equipment 5. Mobile Breakdown and Recovery Equipment	4 pts = One equipment identified on the list 8 pts = Two equipment's identified on the list 12 pts = Three equipment's identified on the list 16 pts = Four equipment's identified on the list 20 pts = All 5 and more equipment's identified on the list	

Bidders are required to achieve the full 20 points in the above Workshop Physical Inspection. Failure to obtain the full score will result in the bidder being automatically disqualified.





Other Specifications

PRICING SCHEDULES: (Attached As Annexures A-E)

1. **A. LIGHT DELIVERY VEHICLES – PRICING SCHEDULE**
2. **B. MOTOR VEHICLES - PRICING SCHEDULE**
3. **C. TRUCKS – PRICING SCHEDULE**
4. **D. PLANT & EQUIPMENT – PRICING SCHEDULE**
5. **OTHER / MISCELLANEOUS:**

TOTAL COSTING

<u>Category</u>	<u>Total Excl. VAT</u>	<u>VAT</u>	<u>Total Incl. VAT</u>
A. LIGHT DELIVERY VEHICLES – PRICING SCHEDULE	R	R	R
B. MOTOR VEHICLES – PRICING SCHEDULE	R	R	R
C. TRUCKS – PRICING SCHEDULE	R	R	R
D. PLANT & EQUIPMENT – PRICING SCHEDULE	R	R	R
E. <u>OTHER / MISCELLANEOUS</u>	R	R	R
GRAND TOTAL	R	R	R

Prices will be fixed for the first 12 months of the contract, and the remaining 24 months price escalation will be considered in line with the latest Consumer Price Index (CPI)



ANNEXURE A - RWCLM FLEET LIST

No.	Function GFS Description	Function Name	Group Description	Description	Make	Year Manufacture	Colour	Registration	Chassis no	Engine no
1	Community Services	Cemeteries	Motor Vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	White	BK29WXGP	AHTCW12CA04038998	1TR175876
2	Community Services	Landfill Site	Truck	Isuzu F-Series Water Tanker	Isuzu	2011	White	BK98ZLGP	ADMVZ34R6Z556012	6HK1604160
3	Community Services	Landfill Site	Motor Vehicle	Toyota Land Cruiser Bakkie	Toyota	2011	Red	BL86SXGP	JTEL871707093397	1HZ0674014
4	Community Services	Landfill Site	Yellow Plant	SDLG Front End Loader	SDLG	2022	Yellow	FELGP	VLG0938LHM0600739	6P21G049003
5	Community Services	Libraries	Motor Vehicle	Toyota Hilux Bakkie Diesel	Toyota	2017	White	FY80JGP	AHTEB6CB602506388	2GD00296492
6	Community Services	Libraries	Motor Vehicle	Nissan Micra	Nissan	2017	White	HD72SSGP	MDHFBUK13Z0302594	HR12773467D
7	Community Services	Maintenance Structure	Motor Vehicle	Toyota Hilux bakkie 2.0VVTi	Toyota	2021	White	KK11VYGP	AHTCW8CB201963650	1TRA881366
8	Community Services	Maintenance Structure	Motor Vehicle	Toyota Hilux bakkie 2.0VVTi	Toyota	2021	White	KK11VYGP	AHTCW8CB101963638	1TRA880271
9	Community Services	Maintenance Structure	Truck	Dropside	Fata	2025	White	MP99VYGP	ADX499051SAG11247	DUX104740
10	Community Services	Parks	Motor Vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	White	BK30FPGP	AHTCW12G704039014	1TR1726459
11	Community Services	Parks	Plant & Equipment	New Holland Tractor	New Holland	2011	Blue	BN77LGGP	NHHT75J2001173167	80450R936804162
12	Community Services	Parks	Plant & Equipment	New Holland Tractor	New Holland	2011	Blue	BN77LJGP	NHHT75J2001150512	80450R936799900
13	Community Services	Parks	Plant & Equipment	New Holland Tractor	New Holland	2011	Blue	BN77NKGp	NHHT75J2001170863	80450R936807048
14	Community Services	Parks	Plant & Equipment	New Holland Tractor	New Holland	2011	Red	BN98VJGP	AA98102538MILD1KE2	A4163188
15	Community Services	Parks	Truck	Jinma Tractor With Cab and 4X4	Jinma	2011	White	BS58VJGP	ADMINP75PC8G578990	4HK1932978
16	Community Services	Parks	Truck	Isuzu NPR400 Crew Cab	Isuzu	2011	White	BS58XWGP	ADMINP75PC8G578986	4HK1932960
17	Community Services	Parks	Truck	Isuzu NPR400 Crew Cab	Isuzu	2011	White	BS58ZFGP	ADMINP75PC8G578986	4HK1932954
18	Community Services	Parks	Truck	Nissa UD40 Cherry Picker	Nissan	2012	White	CD83KKGp	ADDM0300000050623	TD42517533T
19	Community Services	Parks	Truck	Isuzu Grab Truck	Isuzu	2011	White	DZ19BZGP	ADMFTFR34K8G571946	6HK1609980
20	Community Services	Parks	Plant & Equipment	Quad Trailer	Unknown	2009	White	ZGC810GP	AA9117500AKVU1004	
21	Community Services	Parks	Plant & Equipment	Quad Trailer	Unknown	2009	White	ZGC827GP	AA9117500AKVU1005	
22	Community Services	Parks	Plant & Equipment	Quad Trailer	Unknown	2009	White	ZGC866GP	AA9117500AKVU1007	
23	Community Services	Parks	Plant & Equipment	Quad Trailer	Unknown	2009	White	ZGC878GP	AA9117500AKVU1003	
24	Community Services	Parks	Truck	Cherry Picker 12M	Fuso	2023	White	L131NZGP	ABJF85PGPEY25197	4D34R75394
25	Community Services	Parks	Plant & Equipment	Trailer	Unknown	2012	White	CK50TGGP	AA98225MBSCGB0692	N/A
26	Community Services	Parks	Plant & Equipment	Trailer	Unknown	2012	White	CK50SSGP	AA98225MBSCGB0693	N/A
27	Community Services	Parks	Plant & Equipment	Trailer	Unknown	2002	White	JKY632GP	T1395	N/A
28	Community Services	Refuse	Motor Vehicle	Toyota Quantum	Toyota	2011	White	BK67BWGP	JTFRX13P608025706	2TR8339178
29	Community Services	Refuse	Truck	Isuzu NPR 400 Crew Cab	Isuzu	2011	White	BSS9GTGP	ADMN75PC8G581009	4HK1940162
30	Community Services	Refuse	Truck	Isuzu Grab truck	Isuzu	2011	White	BS59JRGp	ADMFTFR34K8G571945	6HK1609979
31	Community Services	Refuse	Truck	Tipper UD85	Nissan	2011	White	BW82FGGP	ADDH0600000003338	FE622521D
32	Community Services	Refuse	Truck	Tipper UD85	Nissan	2011	White	BW82HVGp	ADDH0600000003148	FE622369D
33	Community Services	Refuse	Truck	Tipper UD85	Nissan	2011	White	ENH463GP	ADDH0600000003074	FE6000074D
34	Community Services	Refuse	Truck	Roll- Back Grab Truck	Isuzu	2016	White	FH91PZGP	JPCZY0D9GSG800198	GH8416308
35	Community Services	Refuse	Motor vehicle	Bakkies	Isuzu	2024	White	MY91PFGP	ACVBRARXL4149427	
36	Community Services	Refuse Removal	Truck	Nissan Cabstar Truck	Nissan	2011	White	XY5840 GP	ADNT9000000054078	QD32246858
37	Community Services	Refuse Removal	Plant & Equipment	TELECON Trailer	AIM	2013	RED	CNM684GP	IT119	N/A
38	Community Services	Social Services	Motor Vehicle	Toyota Quantum	Toyota	2012	White	CM32KSGP	JTFRX13P108035351	2TR8502340
39	Community Services	Sports Grounds	Plant & Equipment	New Holland Tractor	New Holland	2011	Blue	BN77NVGP	NHHT75J201173593	80450R936806931
40	Community Services	Sports Grounds	Plant & Equipment	Pool Trailer	Unknown	2013	Green	MHP186GP	W151962	N/A
41	Corporate Support	Fleet Section	Motor Vehicle	Nissan NV350 Kombi	Nissan	2017	White	FY65VWGP	JN1UB4E26Z00908048	QR25661212Q
42	Corporate Support	Fleet Section	Motor Vehicle	BMW X3 2.0 D (2020)	BHW	2020	Black	JL14XHGP	WBATX36080NC59873	57065603
43	Corporate Support	Fleet Section	Motor Vehicle	Fortuner 2.7 VVTi	Toyota	2020	White	JR61WCGP	AHTCX9S900020320	2TR4739758
44	Corporate Support	Fleet Section	Motor Vehicle	VW Caddy	VW	2011	White	BN07LZGP	WV1ZZZKZCX008482	CLC030126
45	Corporate Support	Fleet Section	Motor Vehicle	Toyota Hilux bakkie 2.0VVTi	Toyota	2021	White	KK11YGGP	AHTCW8CB701963644	1TRA881362
46	Corporate Support	Mechanical Workshop	Motor Vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	Red	BL09KFGP	AHTCW12G304039317	1TR1736072

47	Corporate Support	Mechanical Workshop	Motor Vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	White	BP61CFGP	AHTCW12G104041261	1TR7204128
48	Corporate Support	Mechanical Workshop	Motor Vehicle	Golf Bakkie	VW	Unknown	Black	DFW524GP	AAVZZ17ZR0003904	HV120601
49	Corporate Support	IT	Plant & Equipment	Generator	N/A	Unknown	Black	GEN1	N/A	N/A
50	Corporate Support	Fueling Station	Plant & Equipment	Diesel Trailer	Unknown	2012	Grey	BS58YGP	AA91175TM1JBR2260	N/A
51	Corporate Support	Fueling Station	Truck	Tata refuelling Truck	Tata	2025	White	MM59GCP	ADX450022SAA10777	42K95487061
52	Development Plan	LED	Plant & Equipment	Massey Ferguson Tractor	Massey Ferguson	Unknown	Red	CCY084GP	008964KA	LH82137SA033735U
53	Development Plan	LED	Plant & Equipment	Case IIIIX75T	Case	2019	Red	HY55DSGP		
54	Development Plan	LED	Plant & Equipment	Case IIIIX75T	Case	2019	Red	HY55FBGP		
55	Development Plan	LED	Plant & Equipment	Case IIIIX75T	Case	2019	Red	HY55FHGP		
56	Development Plan	LED	Plant & Equipment	Case IIIIX75T	Case	2019	Red	HY55FLGP		
57	Development Plan	LED	Plant & Equipment	Case IIIIX75T	Case	2019	Red	HY55GGGP		
58	Development Plan	LED	Plant & Equipment	Case IIIIX75T	Case	2019	Red	HY55GMGP		
59	Development Plan	LED	Plant & Equipment	Case IIIIX75T	Case	2019	Red	HY55MGGP		
60	Development Plan	LED	Plant & Equipment	5 x Trailers	Case	2019	Red	NOT ROAD GOING		
61	Finance	Meter Readers	Motor Vehicle	Mazda BT50 S/C	Mazda	2011	White	BL91XNGP	AFBRXXM2RBT23320	WLAT1289821
62	Finance	Meter Readers	Motor Vehicle	Mazda BT50 S/C	Mazda	2011	White	BM03VHGP	AFBRXXM2RBT23321	WLAT1287693
63	Finance	Meter Readers	Motor Vehicle	Toyota Hilux bakkie 2.0VVTi	Toyota	2020	White	JR61YFGP	AHTEW8CB201295227	1TRA741868
64	Finance	Meter Readers	Motor Vehicle	Toyota Hilux bakkie 2.0VVTi	Toyota	2021	White	KK11YFPG	AHTCW8CB201963647	1TRA881343
65	Finance	Finance	Plant & Equipment	Generator	Stromer	2023	White	GEN2	22120400KS008	N/A
66	Infrastructure	Electrical	Motor Vehicle	Toyota Raider Bakkie With Ladder	Toyota	2011	White	BK29YSGP	AHTCX39GX05009434	2TR7091482
67	Infrastructure	Electrical	Motor Vehicle	Toyota Land Cruiser Bakkie With Le	Toyota	2011	White	BM35DYGP	JTELEB71J207093548	1HZ0674974
68	Infrastructure	Electrical	Truck	Nissan UD40 With Cherry Picker 12M	Nissan	2012	White	BR75GSGP	ADDM03000000050620	TD42517524T
69	Infrastructure	Electrical	Truck	Nissan Crane Truck with Crew Cab	Nissan	2011	White	BW82GRGP	ADD127000000000390	MD92512910B
70	Infrastructure	Electrical	Truck	Nissan UD60 With Cherry Picker 15M	Nissan	2012	White	BX62MMGP	ADDH010000000000243	FE6222628D
71	Infrastructure	Electrical	Truck	Nissan UD40 With Cherry Picker 12M	Nissan	2012	White	BY20DCGP	ADDM03000000050617	TD42517522T
72	Infrastructure	Electrical	Motor Vehicle	Toyota Hilux bakkie 2.0VVTi	Toyota	2020	White	JR61YVGP	AHTEW8CB501295254	1TRA742476
73	Infrastructure	Electrical	Motor Vehicle	Isuzu bakkie	Isuzu	2022	White	K225ZVGP	ACVBRRARXL4111325	4JA14N8703
74	Infrastructure	Electrical	Motor Vehicle	Isuzu bakkie	Isuzu	2022	White	K226CHGP	ACVBRRARQL4111415	4JA14N8534
75	Infrastructure	Electrical	Plant & Equipment	Trailer	Venter	2025	White	MJ67WLG	ABV1242SNRRS0002	N/A
76	Infrastructure	Electrical	Plant & Equipment	Trailer	Venter	2013	White	DF45ZGP	SIX7991	N/A
77	Infrastructure	Electrical	Truck	Cherry Picker 12m	Fuso	2023	White	LT31PGGP	ABIFE85PGPEY25163	4D34R75213
78	Infrastructure	Loss Control	Motor vehicle	Bakkies	Isuzu	2025	White	MK97PFGP	ACVBRRAR5L4145964	4JA14F3269
79	Infrastructure	Loss Control	Motor vehicle	Bakkies	Foton	2025	White	MP89VJGP	LVAV2KA8BSUS22348	S014118
80	Infrastructure	Purification	Motor vehicle	Bakkies	Foton	2025	Blue	MP89XFGP	LVAV2KAB0RU054570	R100333
81	Infrastructure	Purification	Plant & Equipment	New Holland Tractor	New Holland	2011	White	NHHT75I2001170954	NHHT75I2001170954	804503R936801275
82	Infrastructure	Purification	Plant & Equipment	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	White	BP60ZVGP	AHTCW12G204041172	1TR7200286
83	Infrastructure	Purification	Plant & Equipment	Generator	N/A	N/A	N/A	GEN3	N/A	N/A
84	Infrastructure	Roads	Motor Vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	White	BK29XMG	AHTCW12G604038999	1TR7129850
85	Infrastructure	Roads	Yellow Plant	Bell Motor Grader	Bell	2011	Yellow	BK98YSGP	1DW770GXKA0633507	RG60900G002241
86	Infrastructure	Roads	Truck	Isuzu F Series Water Tanker	Isuzu	2011	White	BK98ZPGP	ADMVZ34R8Z556011	6HK1604147
87	Infrastructure	Roads	Truck	Jetpatner	Isuzu	2011	White	BL84WJGP	ADMINR75RFBG5552590	4HK1881987
88	Infrastructure	Roads	Truck	Jetpatner	Isuzu	2011	White	BL84WJGP	ADMINR75RFBG5552590	4HK1906313
89	Infrastructure	Roads	Truck	Nissan UD40 Drop Side	Nissan	2011	White	BR75GFGP	ADDM03000000050619	TD42517527T
90	Infrastructure	Roads	Truck	Nissan UD40 Drop Side	Nissan	2011	White	BR75GNGP	ADDM03000000050618	TD42517525T
91	Infrastructure	Roads	Yellow Plant	Bell Motor Grader 670G	Bell	2016	Yellow	FZ6GBGP	1DW670GXVGC674582	PE6068H986187
92	Infrastructure	Roads	Motor vehicle	Bakkies	Isuzu	2024	White	PK97R8GP	ACVBRRAR3L4145963	4JA14P3269
93	Infrastructure	Roads	Plant & Equipment	2.5 Ton Trailer	Isuzu	2011	Yellow	BP78DDGP	AA9A230AAMAFGZ2141	
94	Infrastructure	Roads	Plant & Equipment	2 Ton Trailer	Unknown	2011	Yellow	BP76CVGP	AA9A114AMAFGZ2136	

95	Infrastructure	Roads	Plant & Equipment	Trailer	Unknown	2010	White	CD93HHGP	AA9117500CCPT1454	
96	Infrastructure	Roads	Plant & Equipment	Trailer	Unknown	2012	White	CD93HMG	AA9117500CCPT1453	
97	Infrastructure	Roads	Plant & Equipment	Trailer	Unknown	2012	White	CJ33JTG	AA9B225MBSCG80692	
98	Infrastructure	Sewer	Motor Vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	White	BK29ZLGP	AHTCW126504038885	1TR7110022
99	Infrastructure	Sewer	Motor Vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	White	BK30CFG	AHTCW126604038453	1TR7102034
100	Infrastructure	Sewer	Truck	Isuzu NPR400 Crew Cab	Isuzu	2011	White	BSS8KBGP	ADMNP75PC8G577803	4HK1930020
101	Infrastructure	Sewer	Motor vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2013	White	CM32MMGP	AHTCS129C307602263	2KDA128839
102	Infrastructure	Sewer	Yellow Plant	Aqua Jet	Aqua Jet	2014	Yellow	DFT1LGG	AC9B123MBDCAS1505	
103	Infrastructure	Sewer	Yellow Plant	Aqua Jet	Aqua Jet	2010	Yellow	DF91BXP	AA9B130MBSSHG2023	
104	Infrastructure	Sewer	Motor Vehicle	Toyota Hilux bakkie 2.0VVTi	Toyota	2020	White	JR61XRGP	AHTEW8CBX01295234	1TRA742054
105	Infrastructure	Sewer	Truck	Combination Machine	Hino	2023	Red	LF92YLGP	AHFFS1ELMXX10177	ET3CVU20096
106	Infrastructure	Sewer	Truck	Factor truck	Isuzu	2007	White	XFK971GP	ADMFTIR32M6Z430124	6HE1411525
107	Infrastructure	Sewer	Yellow Plant	Aqua Jet	Flexian	2006	Yellow	XVW148GP	AC900000W0AS2373	
108	Infrastructure	Sewer	Motor vehicle	Bakkies	Isuzu	2024	White	MK97PYGP	ACVBRRAR7L4145965	4JA14P3283
109	Infrastructure	Sewer	Truck	Recycling Combination	UD Truck	2024	Red	MD25DYG	JPCZM70D7RS827910	GH112074725A2L
110	Infrastructure	Water	Motor Vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2011	White	BK30FCGP	AHTCW12G104038750	1TR7113394
111	Infrastructure	Water	Truck	Isuzu F Series Water Tanker	Isuzu	2011	White	BK98ZCGP	ADMVZ34R8Z556009	6HK1604149
112	Infrastructure	Water	Truck	Isuzu F Series Water Tanker	Isuzu	2011	White	BK98ZCGP	ADMVZ34R8Z556010	6HK1604163
113	Infrastructure	Water	Truck	Isuzu NPR400 Crew Cab	Isuzu	2011	White	BSS8NPGP	ADMNP75PC8G576988	4HK1932997
114	Infrastructure	Water	Motor vehicle	Toyota Hilux Bakkie 2.0VVTi	Toyota	2013	White	CM32HWGP	AHTCS12G107602455	2KDA135515
115	Infrastructure	Water	Motor vehicle	Toyota Hilux bakkie 2.0VVTi	Toyota	2020	White	JR61YNGP	AHTEW8CB301295253	1TRA742484
116	Infrastructure	Water	Motor Vehicle	Isuzu bakkie	Isuzu	2024	White	KZ26CSGP	ACVBRRAR1L411326	4JA14N8718
117	Infrastructure	Water	Motor vehicle	Bakkies	Isuzu	2024	White	MK97PXGP	ACVBRRAR1L4145962	4JA14P3299
118	Political Office	Speaker's Office	Motor Vehicle	BMW X3 2.0 D (2020)	BMW	2020	Black	JL14XKGP	WBATY36060NC59872	57615603
119	Political Office	Deputy Mayor	Motor vehicle	BMW X3	BMW	2024	Black	LR01GJGP	WBA36BZ050N280539	51907324
120	Political Office	Mayor's Office	Motor vehicle	BMW X3	BMW	2024	Black	LR01GJGP	WBA36BZ050N281884	61077378
121	Political Office	Mayor's Office	Motor vehicle	BMW X3	BMW	2024	Black	LR01HDGP	WBA36BZ040N280760	50057325
122	Political Office	Chief Whips Office	Motor Vehicle	BMW X3	BMW	2024	Black	LR01HDGP	WBA36BZ060N281876	60667379
123	Public Safety	Law Enforcement	Motor Vehicle	BMW-116i(2011)	BMW	2011	White	BH19D1GP	WBAUE12070PZ58854	A5951917
124	Public Safety	Law Enforcement	Motor Vehicle	BMW-323 Sedan	BMW	2011	White	BH19HMG	WBAUE12050PZ58853	B3731918
125	Public Safety	Law Enforcement	Motor Vehicle	Toyota Quantum	Toyota	2011	White	BH20RGP	WBAPG76040NL24899	1177765
126	Public Safety	Law Enforcement	Motor Vehicle	Mazda BT50 D/C	Mazda	2011	White	BK67CPGP	J1FRX13F708025715	2TR8339298
127	Public Safety	Law Enforcement	Motor Vehicle	Toyota Hilux Bakkie Raised Body 4X4	Toyota	2011	White	BL26BKGP	AFBTXM12TBK00688	G6394025
128	Public Safety	Law Enforcement	Motor Vehicle	Toyota Hilux Bakkie Diesel	Toyota	2011	White	BM35FDGP	AHTCX39G205009637	2TR7139661
129	Public Safety	Law Enforcement	Motor Vehicle	Toyota Hilux Bakkie Diesel	Toyota	2013	White	CM32NYGP	AHTCS12G907598218	2KDA057895
130	Public Safety	Law Enforcement	Motor Vehicle	VW GOLF 1.4 TSI	VW	2020	White	JM42KSGP	WVWZZZAUZLW021049	0
131	Public Safety	Law Enforcement	Motor Vehicle	VW GOLF 1.4 TSI	VW	2020	White	JM42KWGP	WVWZZZAUZLW077841	0
132	Public Safety	Law Enforcement	Motor Vehicle	VW GOLF 1.4 TSI	VW	2020	White	JM42LFGP	WVWZZZAUZLW020211	0
133	Public Safety	Law Enforcement	Motor Vehicle	VW GOLF 1.4 TSI	VW	2020	White	JM42LNGP	WVWZZZAUZLW020171	0
134	Public Safety	Law Enforcement	Motor Vehicle	VW GOLF 1.4 TSI	VW	2020	White	JM42LZGP	WVWZZZAUZLW016634	0
135	Public Safety	Law Enforcement	Motor Vehicle	VW GOLF 1.4 TSI	VW	2020	White	JM42MDGP	WVWZZZAUZLW022099	0
136	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90DSGP	J1DJWCA3S00942726	K15BN1559779
137	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90DHGP	J1DJWCA3S00941031	K15BN1558681
138	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90CLGP	J1DJWCA3S00940853	K15BN1558910
139	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90CPGP	J1DJWCA3S00942716	K15BN1558967
140	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90FBGP	J1DJWCA3S00942803	K15BN1559293
141	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90DLGP	J1DJWCA3S00940963	K15BN1558373
142	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90DVGP	J1DJWCA3S00940949	K15BN1558383
143	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90DCGP	J1DJWCA3S00942150	K15BN1558955
144	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90DZGP	J1DJWCA3S00942791	K15BN1559513
145	Public Safety	Law Enforcement	Motor Vehicle	Toyota Starlet 1.5	Toyota	2025	White	MM90CXGP	J1DJWCA3S00940865	K15BN1558388
146	Public Safety	Law Enforcement	Motor Vehicle	Foton Kombi	Foton	2025	White	MH63CYGP	LVCBZNAAXR5012701	R081485

147	Public Safety	Law Enforcement	Motor Vehicle	Foton Kombi	Foton	2025	White	MH63CMGP	LVCBZNACLR5012897	R084728
148	Public Safety	Law Enforcement	Plant & Equipment	K78 Roadblock Trailer	Unknown	N/A	Blue	N/A	32428	
149	Public Safety	Law Enforcement	Plant & Equipment	Caravan	Unknown	N/A	White	N/A		
150	Public Safety	Law Enforcement	Motor Vehicle	VW-Golf 1.6 (2011)	VW	2011	White	BG86CCGP	VVVVZZZ1KZBW211994	BSF150715
151	Public Safety	Law Enforcement	Motor Vehicle	VW-Golf 1.6 (2011)	VW	2011	White	BG86BCGP	VVVVZZZ1KZBW206065	BSF150417
152	Public Safety	Law Enforcement	Motor Vehicle	VW-Golf 1.6 (2011)	VW	2011	White	BG86CCGP	VVVVZZZ1KZBW208030	BSF150692
153	Public Safety	Law Enforcement	Motor Vehicle	VW-Golf 1.6 (2011)	VW	2011	White	BG86CKGP	VVVVZZZ1KZBW205491	BSF150696
154	Public Safety	Law Enforcement	Motor Vehicle	BMW-116(2011)	BMW	2011	White	BH19IGGP	WBAUJ120X0FZ58864	A3331940
155	Public Safety	Law Enforcement	Motor Vehicle	BMW-323 Sedan	BMW	2011	White	BH19KPGP	WBAPG76050NL24880	2207715
156	Public Safety	Road Marking	Motor Vehicle	Mazda BT50 D/C	Mazda	2011	White	BL26BLGP	AFBTTXMIJ2TBS17900	G6401300
157	Public Safety	Road Marking	Truck	KIA 2700 Workhorse	KIA	2011	White	BN18IDGP	KNCGX71LB7564791	J2576259
158	Public Safety	Road Marking	Truck	Tata Trucks	Tata	2025	White	MJ67XCGP	ADX499051RAP10736	HVX106808
159	Public Safety	Road Marking	Truck	Tata Trucks	Tata	2025	White	MJ67XSGP	ADX499051RAP10737	HVX106786
160	Public Safety	Fines	Motor Vehicle	Nissan kombi	Nissan	N/A	White	CV39FPGP	N/A	N/A
161	Public Safety	Fines	Motor Vehicle	Nissan kombi	Nissan	N/A	White	CV39FSGP	N/A	N/A

E. OTHER / MISCELLANEOUS - PRICING SCHEDULE

A ROADWORTHY CERTIFICATE

No.	Vehicle Category	Description of Test	Unit	Unit Price [Excl. VAT]	Total [Incl. VAT]
1.	Motor Vehicles	Roadworthy Certificate (Passenger Vehicle - Kombi)	Per Vehicle	R	R
2.	Trucks	Roadworthy Certificate (Medium & Heavy Commercial Vehicles)	Per Vehicle	R	R
3.	Yellow Plant	Roadworthy / Compliance Certificate (where applicable)	Per Vehicle	R	R
Total					R

B LOAD TEST CERTIFICATE

No.	Vehicle Category	Description of Test	Unit	Unit Price [Excl. VAT]	Total [Incl. VAT]
1.	Trucks	Load Test Certificate (Tippers, Water Tankers, Crane Trucks)	Per Test	R	R
2.	Trucks	Brake & Axle Load Test Report	Per Test	R	R
3.	Yellow Plant	Load Test Certificate (Cherry Pickers, Cranes, Lifting Equipment)	Per Test	R	R
4.	Yellow Plant	Hydraulic Load & Safety Test	Per Test	R	R
Total					R

C TOWING SERVICES

No.	Vehicle Category	Description of Service	Unit	Unit Price [Excl. VAT]	Total [Incl. VAT]
1.	LDV	Towing - Breakdown / Accident (up to 20 km)	Per Tow	R	R
2.	Motor Vehicles	Towing - Breakdown / Accident (up to 20 km)	Per Tow	R	R
3.	Trucks	Towing - Breakdown / Accident (up to 20 km)	Per Tow	R	R
4.	Yellow Plant	Towing / Lowbed Transportation	Per Trip	R	R
5.	All Categories	Additional distance charge (beyond 20 km)	Per km	R	R
Total					R

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
-	Brand and Model	.....
-	Country of Origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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, hareholder²):.....

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

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

***YES / NO**

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

* Delete if not applicable

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

***YES / NO**

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% black ownership	5	10		
At least 51% Women ownership	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

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 –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

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

- 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. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:.....
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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/industrialdevelopment/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; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market 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 supplies 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 “Written” or “in writing” means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

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

- (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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.
- 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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 contracts 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies 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 judgment 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.

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 intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

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 in SCC.
- 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.

- 34.3 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.