



uPHONGOLO LOCAL MUNICIPALITY

PANEL OF INDIGENT BURIAL SERVICES FOR THE PERIOD OF 36 MONTHS

TENDER NO:720 /09/23

CLOSING DATE & TIME:

16 OCTOBER 2023 AT 12H00

Tenders must be enclosed in a sealed envelope, addressed to the Municipal Manager, uPHONGOLO Municipality and clearly marked: **PANEL OF INDIGENT BURIAL SERVICES** and the bidders name and details. Bids must be deposited in the tender box at the office of uPHONGOLO Municipality on the 61 Martin Street, Pongola, 3170 on or before 12h00 on the closing date and no late or faxed tenders will be considered. uPHONGOLO Municipality does not bind itself to accept the lowest of any tender and reserves the right to accept the whole or any part of the tender.

SERVICE PROVIDER'S DETAILS

Name of Service Provider	:	
Contact Person	:	
E-mail Address	:	
Telephone Number	:	()Code
Fax Number	:	()Code
Physical Address	:	
POSTAL ADDRESS	:	
MONTHLY FEE	:	

NOTE:

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this bid, including the physical aspects of working areas, and by the submission of a bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

All technical enquiries relating to this bid must be directed to: Mrs P Myeni and Supply Chain enquiries must be directed to Mr. MS Mtshali on (034 413 1223) during office hours



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Bidders are hereby invited from suitably qualified and experienced service providers for the Panel of INDIGENT Burial Services for the Period of 36 Months.

The requirements for the bid:

- Valid Tax Clearance pin
- Proof of registration with Central Suppliers Database (CSD)
- Up to date payment of municipal rates / proof of Municipal Rate
- Original or certified copy of BBBEE certificate to claim preferential points
- Compliance certificate accredited by department of health

Bids are to be completed in accordance with the conditions attached to the Bid document and must be sealed and endorsed with the relevant contract number and must be personally deposited in the official bid box in the Reception of the UPHONGOLO Local Municipality at Martin 61 street, Pongola, 3170 not later than **16th of October 2023 at 12h00**, at which time bids will be opened in public. Bids delivered to the municipality by courier services will not be considered. Bids shall be valid for a period of 90 days after the closing date for the submission of bids.

Evaluation Criteria : 80/20 Preferential points system as presented in the "Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022" for this purpose MBD1, MBD4, MBD6.1, MBD8 and MBD9 must be completed and submitted with your quotation or proposal. Failure in submitting these documents will result in a quotation being disqualified

All bid queries are to be directed to Ms P Myeni on telephone numbers 034 413 1223.

The UPHONGOLO Municipality does not bind itself to accept the lowest or any Bid.

MR M.B Khali
MUNICIPAL MANAGER



UPHONGOLO LOCAL MUNICIPALITY

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A. INSTRUCTIONS TO BIDDERS (Continued)

4. PREFERENTIAL PROCUREMENT POLICY

- (a) Based on the Preferential Procurement Regulation of 2022, the legislation applicable to this condition of Bid is the "Preferential Procurement Regulation as enacted by the Parliament of the Republic of South Africa and hereinafter referred to as the "Act" **and the 80/20 Preference Point System will be applicable to this contract.**

5. GENERAL

(a) **Correction of Errors**

The Municipality reserves the right to adjust arithmetical or other patent errors in the Bid. Any adjustments made by the Municipality will be notified to the Bidder prior to the acceptance of his Bid.

(b) **Printed Conditions**

All conditions printed or written upon any stationery used by the Bidder in connection with the Bid shall be deemed to have been waived and abandoned.

(c) **Sub-Division of Contract**

The contract will not be sub-divided.

(d) **Bid Expenses**

The Municipality will not be responsible for any expenses incurred by Bidders in submitting Bids.

(e) **Details Confidential**

All recipients of Bid Documents, whether they submit a Bid or not, must treat the details of the documents as private and confidential.

(f) **Value Added Tax (VAT)**

Bidders shall allow for the payment of VAT as set out in the Schedule of Service fees and charges.

(g) **Acceptance of Bids**

The Municipality does not bind itself to accept the lowest or any other Bid. The Bid of any Bidder who has not conformed with the foregoing instructions may not be considered.

(h) **Authority for Signing**

Proof of authority for the Bidder's representative to sign the documents must be submitted with the Bid.

(i) **Validity of Bid**

The Bid shall be valid for THIRTY (30) days after closing date for submission of Bids.

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B. SPECIAL INSTRUCTIONS TO BIDDERS

1. The cost of preparing the Bid is not reimbursable by the Municipality. Selection of Bidders and the appointment will be made at the sole discretion of the Municipality and no correspondence will be entered into. The Municipality is not bound to accept the lowest Bid or any Bid.
2. The Bidder acknowledges having read and is aware of the provisions of all documents made available to the Bidder as part of the Bid process including all annexures and schedules.
3. The Bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated on the cover sheet.
6. No Bid sent through the post or couriered to the municipality will be considered.
7. Any alteration made by the Bidder must be crossed out in ink and signed.
8. Use of correcting fluid is prohibited.
9. Bidders are urged to be brief and concise in their responses, unless specifically called for in the Bid documents.

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C. SPECIAL BID CONDITIONS

CLOSING DATE OF BID : 12h00 on 16 October 2023

BID NUMBER : 720/09/23

1. CONDITIONS OF BID

Bidders must furnish the information with regard to the **PANEL OF INDIGENT BURIAL SERVICES FOR THE PERIOD OF 36 MONTHS**

2. EXECUTIVE SUMMARY OF THE MUNICIPALITY

It is imperative that Bidders must demonstrate their competence to provide the required service to the Municipality.

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E. SCHEDULE OF SERVICE FEES AND CHARGES

Bidders are requested to quote firm prices.

All prices quoted shall be VAT inclusive.

NB:

- 1]. The Bidder must ensure that the Yes/ No sections are fully completed.
- 2]. The Bidder may include any additional costs that have not been included in the pricing table.

1. Evaluation of the bid

Preferential Point system

The following preference point systems are applicable to all bids:

The 80/20 system for requirements with a Rand value of up R 50 000 000; and

The value of this bid is estimated not to exceed R50 000 000 and therefore the 80/20 system shall be applicable.

Specific goals will be allocated as follows:

The specific goals allocated points in terms of this quote	80/20	Documents required for verification
Specific goal 1 – Ownership - maximum points = 10		
Company owned by 100% black person	10	Certified ID copy of director/Owner and CSD
Company owned by >51% black person	8	CIPC registration certificate, and detailed CSD and certified ID copy of director(s)
Company owned by >25% black person	5	CIPC registration certificate, and detailed CSD and certified ID copy of director(s)
Specific goal 2 – BBBEE Certificate = 4		
BBBEE Certificate level 1	4	CIPC registration certificate, and detailed CSD and certified ID copy of director(s)
BBBEE Certificate level 2	2	BBBEE Certificate or Certified copy of Affidavit
BBBEE Certificate level 3	1	BBBEE Certificate or Certified copy of Affidavit
Specific goal 3 – RDP Goals – maximum points = 6		
Companies falls under the SMME Category		
Promotion of enterprises located within uPhongolo Local Municipality	6	Preferred address on CSD report and Certified copy of a utility bill of property rates and services OR valid lease agreement OR proof of residence
Promotion of enterprises located within Zululand District Municipality	4	Preferred address on CSD report and Certified copy of a utility bill of property rates and services OR valid lease agreement OR proof of residence

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SPECIFICATION

QTY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	Standard coffin (SABS approved)		
	Transportation of the remains or corpse from another province, hospital, mortuary to home and cemetery.		
	Payment for grave to council (50%) pro rata costs.		
	Safekeeping of corpse		
	Cleaning of the corpse		
		SUB TOTAL	
		VAT 15%	
		GRAND TOTAL	

Total Bid Amount R _____

Amount in words:

NB: All material to be supplied must be sealed or packed

Failure to comply with the above-stated requirements may result in a disqualification of your proposal.

Comments if any:

FUNCTIONALITY/ PRE-QUALIFICATION POINTS FOR BID EVALUATION

Bidders will first be evaluated on the following point scoring criteria and be subjected to a further evaluation thereafter; bidders will be further evaluated on the targeted procurement / preferential points.

Bidders, who do not score more than 60% upon the pre-qualification, will not be considered for a further evaluation.

Bidders are to submit documentary proof and the page reference number in support of the description of items above as part of the bid document.

Points allocated column is for Municipal Official use only.

Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
Company Experience	At least more than 5 years’ relevant experience, attach appointment letters/ orders.	50	50	Appointment Letters/ Orders.
	At least 4-5 years’ relevant experience, attach appointment letters/ orders.	30		
	At least 1-3 years’ relevant experience, attach appointment letters/ orders.	20		
Tools of trade	1. Equipment		50	Lock book
	Hearse more than 2	20		
	Lowering equipment	20		
	1. Insurance			Certificate
	Liability Insurance	10		
Total points		100		

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- Please attach the company registration document here (CK Document)

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Proof of payment of municipal rates / lease agreement

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H. FORM OF AGREEMENT

(Not to be completed by the Bidder at the time of bidding.)

THIS AGREEMENT made between **UPHONGOLO MUNICIPALITY**

(hereinafter called "the Municipality") of the one part

and

of
(hereinafter called "the Service Provider") of the other part. WHEREAS the Municipality is desirous that the Provision of **PANEL OF INDIGENT BURIAL SERVICES FOR THE PERIOD OF 36 MONTHS** should be provided under **TENDER NO:720/09/23** and has accepted a Bid by the Contractor for supply of such services.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The said Tender
 - (b) The Special Conditions of Contract
 - (c) The Specifications and Requirements
 - (d) The priced Schedule of Service Fees and Charges
 - (e) The Letter of Acceptance
3. In consideration of the payments to be made by the Municipality to the Service Provider as hereinafter mentioned the Contractor covenants with the Municipality to supply the materials in conformity in all respects with the provisions of the Contract.

4. The Municipality hereby covenants to pay to the Service Provider in consideration of the services rendered, in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have set their hands and seals (if any) in the presence of the subscribing witnesses: -

AT On thisday of 20

AS WITNESSES:

1.

.....
for and on behalf of the MUNICIPALITY

2.

AT On this.....day of 20

AS WITNESSES:

1.

.....
for and on behalf of the SERVICE
PROVIDER

2.

A. GENERAL

1. The lowest or any bid will not necessarily be accepted and UPHONGOLO LOCAL MUNICIPALITY reserves the rights to accept the whole or any part of a bid.
2. The quantities called for in this bid are an estimated quantity and UPHONGOLO LOCAL MUNICIPALITY reserves the right to take more or less than the quantity specified.
3. **This contract will be governed by UPHONGOLO LOCAL MUNICIPALITY “Conditions of Bid” only and not any conditions supplied by the bidder.**
4. Full details of items offered and or drawings / pamphlets etc. must be supplied together with the return documents. All additional drawings / pamphlets returned with the bid documents must be firmly bound and marked as “Additional” to the specific bid reference number.
5. All items offered on this bid must be new and of the latest design.
6. Only bids on UPHONGOLO LOCAL MUNICIPALITY official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
7. It must be clearly understood by the bidder, that no order/s for such commodities or services required by the UPHONGOLO LOCAL MUNICIPALITY will be recognized by the bidder unless an UPHONGOLO LOCAL MUNICIPALITY official order is issued and it is further understood that UPHONGOLO LOCAL MUNICIPALITY will not accept responsibility for any payment to the bidder unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to UPHONGOLO Local Municipality, Financial Department, PO BOX 191 PHONGOLO 3170.
8. Should it be considered necessary by the bidder that officials of UPHONGOLO LOCAL MUNICIPALITY should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
9. Should it be considered necessary by the bidder, in the interest of design, quality or inspection for whatever reason that UPHONGOLO LOCAL MUNICIPALITY official should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
10. Only bids received by 12h00 on the given closing date will be considered. No late bids by post, e-mail, fax, courier or delivered by hand will be accepted after this time.
11. No telegraphic, e-mail or faxed bids will be accepted and all posted or bids sent by couriers, must be clearly marked with the postal date and time.
12. **ALL PRICES QUOTED MUST INCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (90) NINETY DAYS FROM CLOSING DATE OF THE BID.**

B. Basic information of Indigent Burial

1. A Pauper is a person who is died in indigent circumstances, or if no relative or other persons, welfare organisations or non-Governmental organisations can be found to bear the burial costs of such deceased.
2. A pauper burial is a burial carried out by the uPhongolo Local Municipality for really destitute families who cannot afford funeral expenses. All expenses for burials are borne by the uPhongolo Local Municipality.
3. A pauper or a certain indigent person may be buried or cremated according to the condition determined by the council.
4. If pauper burial families also contribute their own money, the municipality to withdraw subsidy amount and family to pay the total funeral expenses.
5. Where officials are required to attend demonstrations or inspections outside the Municipality boundary of uPhongolo, all costs to attend such demonstration must be borne by the bidder.

C. DELIVERIES, COMPLETION AND PENALTIES

1. Delivery date to be negotiated on placing the order.
2. Bidders shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the bid document.
3. Where the supplier fails to deliver within the scope of the specifications of this bid, the Municipality reserves the right to obtain services from any other supplier that complies with the specifications and the bidder will be held responsible for all costs involved.

D. PAYMENTS

1. Payment will be made within 30 days from statement/ invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.
2. Bids must clearly state all settlement and trade discounts.
3. Any additional payment for extra work carried out on a contract will only be made provided that the contractor is issued with a variation order by the procurement section of the UPHONGOLO Local Municipality.
4. The UPHONGOLO LOCAL MUNICIPALITY hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the bidder for any reason directly or indirectly during the course of this bid and UPHONGOLO LOCAL MUNICIPALITY reserves the right to consider compensation at its own terms.

CONDITIONS OF CONTRACT

1. Prices

Prices must be fixed and firm for the period of 90 days.

2. Administration

Invoices must be clearly marked with the Contract number and must be authorized by the responsible Council's representative. Invoices must be addressed to the UPHONGOLO Local Municipality, Finance Expenditure Department, and P.O BOX 191 UPHONGOLO 3170. All correspondence (relating to matters other than invoices) must be addressed to Municipal Manager, UPHONGOLO Local Municipality, and P.O BOX 191 UPHONGOLO 3170.

3. Payments

Payments will be made through EFT within 30 days after the date of invoice.

4. Variations or Amendments to the Contract

No amendments, variations or additions to this contract, nor a variation of any of the terms or conditions contained in this contract, including variations to the price, will be valid unless in writing and signed by an authorized representative of Council.

5. Order of Precedence

In case of any inconsistency between the general terms and special conditions of this contract, the special terms shall take precedence.

6. Communications

The Service Provider undertakes to maintain good communication between themselves and Council during the full contractual period. During the term of the contract the Service Provider will make regular contact with the designated responsible representative of Council.

7. Indemnification

The Service Provider agrees to hold harmless and indemnify Council, its officers, agents and employees, against and from all suits and costs of any kind and description and from all damages which Council, or any of its officers, agents, or employees may sustain by reason of damage, injury, loss or theft arising out of the performance under this contract. These obligations shall survive the expiration or termination of this contract for a period of three (3) years.

8. Assignment

The Service Provider shall not assign this contract or any moneys due or that may become due to it, without the prior written consent of Council. The Service Provider agrees and consents to Council's assignment of this contract to any agent the Council designates, at any time, providing that Council gives written notice to the Service Provider.

9. Insurance

The Service Provider must have Public Liability Cover to the value of the contract, for the duration of this contract. Proof that this cover exists must be furnished, prior to the Service Provider commencing any service on the Municipality's sites.

10. Termination

Council may terminate this contract;

a) Default in whole or in part if:

- i) The Service Provider fails to perform according to the terms and conditions of this contract;
- ii) Performance does not conform in all respects to the specifications;
- iii) The Service Provider performance materially fails to satisfy Council.

Written notification of defaults will be issued to the Service Provider for failure to perform according to the terms and conditions and specifications of this contract, and termination shall be immediate. If the Service Providers performance materially fails to satisfy Council, Council will issue written notice, specifying such dissatisfaction and an opportunity to remedy the causes. Should the deficiencies not be corrected to the satisfaction of Council, within the specified period, the Service Provider will be issued with written notice of Council termination of the contract, for default.

OR

b) Operational Requirements in whole or in part if:

- i) Due to operational requirements, the services of the Service Provider is no longer required three (3) months written notification of termination will be issued to the Service Provider.

c) Insolvency

At any time, without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to Council thereafter

13. Confidentiality

The Service Provider agrees not to disclose or release any confidential or proprietary information of Council obtained in the performance of this contract.

14. Disputes

If a dispute between the parties arises out of or is related to this contract, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 30 (thirty) days from the date upon which the dispute was declared by a party by written notice, the dispute is not resolved the matter shall be determined in accordance with the following provision: Save in respect of those provisions of this agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this contract will be finally resolved in accordance with the Rules of the Arbitration Foundation of South Africa by an arbitrator agreed to between the parties and failing agreement by appointment by the Foundation. This clause 14 will be severable from the rest of this agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry or accepted repudiation of this agreement.

Neither party shall be entitled to withhold performance of any of their obligations in terms of this agreement pending the settlement of, or decision in, any dispute arising between the parties nor shall each party in such circumstances continue to comply with their obligations in terms of agreement.

15. Accidents to be reported

In addition to any statutory obligation, the Service Provider shall report all incidents to Council Safety Officer, within 48 hours of their occurrence, regardless of the extent of damage to property or injury to an employee. If required by the Safety Officer, a detailed written report of the incident shall be submitted. The Safety Officer has the right to investigate the cause and results of any incidents regardless of the location and is to be allowed full access to thoroughly investigate the incident.

16. Compensation for Occupational Injuries and Diseases Act (COIDA) (No. 130 of 1993)

The Service Provider shall, before commencing the work on any Council site, produce documentary proof that he has complied with all the provisions of the Compensation for Occupational Injuries and Diseases Act. The Service Provider also undertakes to execute the contract in strict compliance with the said Act, and acknowledges responsibility for rendering all returns and paying all assessments for which he is liable in terms of the Act. The Municipality is not liable for any damages or injury to Suppliers, Service Providers or Contractors, or their employees, who fail to comply with the provisions of this Act.

17. Occupational Health and Safety Act (OHSA) (Act No. 85 of 1993)

The Service Provider must comply with the provisions of this Act. Attention is drawn to the General Safety Regulations, Vessels under pressure Regulations and their specific codes of practice. Particular attention must be paid to Section 22 of the Act. All equipment and protective clothing must be supplied strictly in accordance with the provisions of the Occupational Health and Safety Act. All equipment must be available for inspection on request.

18. Rules for Contractors on Site

- All Contractors, Suppliers and/or Service Providers providing services on any The Department of Energy's sites must fully comply with the Rules for Contractors on Site, which must be properly signed by an authorized signatory on behalf of the Contractor, Service Provider or Supplier;
- The Service Provider is also responsible to ensure that all his employees who will be working on our sites are fully familiar with the Rules for Contractors on Site which must then also be strictly complied with. Individual employees as may be required by Council must sign all appropriate documentation;
- Failure to comply with the Rules for Contractors on Site by the Contractor, Service Provider or Supplier, or any of their employees, may result in them being removed from site or being denied access to site.

19. Conflicts of Interest

The Service Provider warrants that neither it nor any of its shareholders, employees, agents or family members of any of these, or associated businesses or companies has any actual or potential conflict of interest with Council, its shareholders, directors, employees, agents or family members of any of these associated businesses or companies or in the award of any contract. Any false declaration or failure to declare relevant facts in regard to conflicts of interest will entitle Council to summarily cancel any agreement concluded, and no notice calling for breach to be rectified shall be necessary.

FORM OF Acceptance & DECLARATION

The Municipal Manager
UPHONGOLO Local Municipality
PO BOX 191
PHONGOLO
3170.

I/We (To be completed)
(Representative or Company name)

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Bid and Specifications, "Form A" attached, in accordance with the conditions of this bid.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this bid up to the order date.

I/We further undertake, in the event of the acceptance of this bid, either wholly or in part, to enter into a formal contract, if required, and to provide two good and sufficient sureties for the due fulfillment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) that if the bid be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

UPHONGOLO Local Municipality
PO BOX 191
PHONGOLO
3170
- (c) the law of South Africa will govern the contract created by acceptance of our bid and we agree to submit to the jurisdiction of the South African Courts;
- (d) that if our bid be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said bid and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said bid and the acceptance thereof by the said Municipality.

I/WE ALSO DECLARE THAT:

- 1) the information provided is true and correct;
- 2) the signatory to the bid document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the original (or certified copy) of the workman's compensation commissioner's letter of good standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted

NUMBER

- 5) documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 6) the original valid tax clearance certificate is attached;
- 7) My municipal rates and taxes are paid up to date and the following is attached:
 - a. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction its business is situated.
 - b. In the case where the bidder does not own property/is a tenant for the purpose of its business establishment, the bidder to provide an original/certified copy of a certificate from its landlord certifying that all the tenant's payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.
 - c. In the case where it is not possible for a bidder to obtain the certificate in (2) above from its landlord, the bidder is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

NB:

- ♣ **FAILING TO ATTACH ANY OF THE DOCUMENTS LISTED IN FORM “D(1)” AND/OR FAILING TO COMPLETE THE FOLLOWING SECTIONS:
FORM “D”
FORM “D (1)”
FORM “D (2)”
WILL INVALIDATE THE BID.**

FOR AND ON BEHALF OF

NAME OF COMPANY

ADDRESS

NAME OF BIDDER

SIGNATURE OF BIDDER

DATE

DECLARATION OF INTEREST

1. No contract may be awarded to;
 - any person in the “service of the state” (see definition at end) or has been in the service of the state in the previous twelve months.
 - if the provider is not a natural person, whether any of its, directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months.
 - who is an advisor or consultant contracted with the municipality (this is only applicable where the advisor or consultant is directly involved in a specific bid).
 - a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder of the provider if such is in the service of the state or has been in the service of the state in the previous twelve months.

It is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest as per paragraph (1)

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1. Are you or any person connected with the bidder, in service of the state? **YES/NO**

2.1.2 If so, state particulars:

.....
.....

2.2 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.2.1 If so, state particulars:

.....
.....

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

2.3.1 If so, state particulars:

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

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

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

.....		
Name (print)	Signature	Date

“In the service of the state” means;

- a member of –
 - (a) any municipal council;
 - (b) any provincial legislature; or
 - (c) the National Assembly or the National Council of Provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial or public entity; or an employee of Parliament or provincial legislature.

PART A**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY / MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

61 Martin Street / P.O Box 191, uPhongolo Street, 3170					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER					
CELLPHONE NUMBER	CODE			NUMBER	
FACSIMILE NUMBER					
E-MAIL ADDRESS	CODE			NUMBER	
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No.	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/ SERVICES/WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	_____		DATE:		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		

TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

MBDError! Bookmark not defined.PART5

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 BE RE-TYPED) OR ONLINE	
1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OF PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILING 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)?	☐ YES ☐ NO
3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NO 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: _____

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MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer of 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 authorized representative declare their position in relation to the evaluating/ adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name: _____

3.2 Identity Number: _____

3.3 Company Registration Number: _____

3.4 Tax Reference Number: _____

3.5 VAT Registration Number: _____

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

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

3.7.1 If so, furnish particulars.

* MSCM 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

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

3.8.1 If so, furnish particulars.

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

3.9.1 If so, furnish particulars.

3.10 Are any of the company's directors, managers, principal **YES / NO**
shareholders or stakeholders in service of the state?

3.10.1 If so, furnish particulars.

3.11 Are any spouse, child or parent of the company's directors, **YES /**
NO managers, principal shareholders or stakeholders in service of the state?

3.11.1 If so, 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

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- ## 2. DEFINITIONS

- ### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

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)
Specific Goals Allocated		20		

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 favorable 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 OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. This 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 of fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the <i>Audi alter am partum</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register of Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

MBD 9

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 per 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 of 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 of municipal entity of 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:

¹Includes 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 good 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 purpose 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 of consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 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.

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

