

éDumbe Municipality

10 Hoog Street
Private Bag X308
PAULPIETERSBURG 3180



☎ : (034) 995 1650
Fax : (034) 995 1192
edumbekz261@mweb.co.za

ALL CORRESPONDENCE TO BE ADDRESSED TO THE MUNICIPAL MANAGER

APPOINTMENT OF A PANEL OF CIVIL CONSULTANTS & PROJECT MANAGEMENT FOR INFRASTRUCTURE SERVICES FOR A PERIOD OF 3 YEARS

BID NUMBER: EDUMPRO01/2025/2026- ReAdvertisement



**APPOINTMENT OF A PANEL OF CIVIL CONSULTANTS & PROJECT MANAGEMENT FOR THE
PROVISION OF INFRASTRUCTURE SERVICES FOR A PERIOD OF 3 YEARS**

Enquiries : **ZP Nkambule / MF Madi**
Telephone No. : **(034) 995 1650**

SUBMISSION OF BID DOCUMENT

Closing Date : **28 NOVEMBER 2025**
Closing Time : **12:00**
Venue : **EDumbe Local Municipality Offices**
10 Hoog street, Paulpietersburg, 3180

Name of Organisation (Bidder):

Postal Address :

:

Contact Person :

Telephone No. :

Fax No. :

Email Address :

1. BID ADVERTISEMENT

éDumbe Municipality

10 Hoog Street
Private Bag X308
PAULPIETERSBURG 3180



☎ : (034) 995 1650
Fax : (034) 995 1192
edumbekz261@mweb.co.za

ALL CORRESPONDENCE TO BE ADDRESSED TO THE MUNICIPAL MANAGER

Service providers are hereby invited to bid to EDumbe local municipality for the following bid: (Re-advertisement)

Service Providers are hereby invited to bid to EDumbe local municipality for the following bid:

Bid no:	Bid Description	Evaluation Criteria
EDUMPRO01/2025/2026 (RE-ADVERTISEMENT)	Appointment of A Panel of Civil Consultants & Project Management for The Provision of Infrastructure Services for a Period of 3 Years	• Administrative Compliance & mandatory returnable's • Functionality

The EDumbe municipality wishes to engage Professional Civil Consultants for Provision of Infrastructure Services on an "as and when" required basis in accordance with:

The Engineering Council of South Africa – ECSA

The main activities in respect of the above request for bids are as follows:

Project feasibility study where necessary
Business Plans and writing of funding applications and,
Project Designs and,
Project Management and work supervision, amongst others as contained in the tender document.

ALL BIDS MUST COMPLY WITH THE FOLLOWING CONDITIONS:

1. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid document;
2. No late bid will be accepted. Telefax or e-mail bids are not acceptable.
3. Bids may only be submitted on the bid documents as provided by EDumbe local municipality. The use of tip-ex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids. No page(s) may be removed from the original bid document. All forms must be completed and must not be amended. If any of the forms, or portion of any form, is not applicable please indicate it on the form by marking it N/A.

4. The following Municipal Documents are compulsory and must be returned with the bid document failure to return this will render the bid non-responsive

Administrative documents:

- Company Registration Documents
- Valid Tax Clearance Certificate with SARS pin code
- Original certified copy of Identity Document for Directors not older than 3 months.
- Completed and fully signed MBD1, MBD4, MBD 8 and MBD9 forms (on tender document)

Eligibility/ Mandatory requirements:

- Statement of Municipal Rates not older than 3 months, proof of residence for those living in rural areas or Lease Agreements for both director/s of the company and the business.
- Letter of Good Standing (COIDA)
- Proof of registration with ECSA
- All attachments as required and indicated on the functionality pages.

Evaluation and adjudication of bids for admission to the panel

All tenders received will be evaluated for administrative compliance, eligibility or mandatory and functionality criteria at the time of establishment of a panel as per eDumbe local municipality's supply chain management policy. First stage will be the administrative compliance wherein initial screening of the completeness and submission of all municipal bidding documents will be evaluated. Second stage: bidders will be evaluated on compliance with mandatory / eligibility requirements. Third stage: Functionality criteria, Bidders will be evaluated on compliance where bidders will be required to obtain a minimum score of 70 points in order to be considered into the panel.

Allocation of work from the panel

Once the panel/list of service providers has been approved, only the successful applicants will be approached, depending on the circumstances, either by obtaining quotes on a rotation basis, or according to the bid procedure when services are required. Preferential Procurement Policy Framework Act No 5 of 2000 and its Preferential Procurement Regulations, 2022 will be applicable and that specific goals will be determined at the time of invitation of quotations/bids as per the strategic objectives of the Municipality.

For the purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned in this bid document.

EDumbe local municipality is not obliged to accept the lowest of any quotation.

Bid documents are available at the EDumbe Municipal website and on eTenders for download. Completed bids in sealed envelopes bearing the **bid number** must be deposited in the Municipality's bid box at the municipal offices 10 Hoog Street, Paulpietersburg, 3180 **no later than 12:00 on Friday, 28 November 2025** where bids will be opened in public.

Procurement enquiries:	ZP Nkambule 034 995 1650
Technical enquiries:	M Madi 034 995 1873

Acting MUNICIPAL MANAGER
VMBATHA

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	EDUMPRO01/2025/26	CLOSING DATE:	28 NOVEMBER 2025	CLOSING TIME:	12H00
DESCRIPTION	PANEL OF CIVIL CONSULTANTS & PROJECT MANAGEMENT FOR THE PROVISION OF INFRASTRUCTURE SERVICES FOR A PERIOD OF 3 YEARS (RE-ADVERTISEMENT)				
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)

EDUMBE MUNICIPALITY				
10 HOOG STREET				
PAULPIETERSBURG				
3180				
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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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	FINANCE (SCM)		CONTACT PERSON	Mr MF MADI
CONTACT PERSON	ZP Nkambule		TELEPHONE NUMBER	034 995 1873
TELEPHONE NUMBER	034 995 1650		FACSIMILE NUMBER	N/A
EMAIL ADDRESS	nkambulep@edumbe.gov.za		E-MAIL ADDRESS	madim@edumbe.gov.za
FACSIMILE NUMBER	N/A			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 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)? ☐ 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 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:

2. SPECIFICATIONS

BID NUMBER: EDUMPRO01/2025/2026

APPOINTMENT OF A PANEL OF CIVIL CONSULTANTS & PROJECT MANAGEMENT FOR THE PROVISION OF INFRASTRUCTURE SERVICES FOR A PERIOD OF 3 YEARS.

1. INTRODUCTION

1.1

The Municipality (Client) seeks the Service Provider to conduct all *normal and external* Engineering services required post documentation and procurement stage, as prescribed by the Engineering Council of South Africa (ECSA), for the implementation of Civil Infrastructure Services / Projects. The Service Provider is required to obtain all necessary stage approvals from the Client (Municipality). The Service Provider is to advise the Client in advance of any additional services required.

The works/activities to be completed under this project should as a minimum include the following :

- ✓ Site survey and develop site layout for the specific site
- ✓ Architectural drawings in complete sets
- ✓ Structural drawings with complete detailing and bar bending schedule
- ✓ Detailed specifications for the various items of works
- ✓ Detailed cost estimate, BOQ and rate analysis wherever necessary
- ✓ Obtaining the building permit and the necessary approvals of the designs for construction of the building from the authorities concerned

It shall be the responsibility of the consultancy firm to:

- ✓ Carry out the physical verification of the site for assessing the scope of work; and
- ✓ Conduct necessary tests to determine the design parameters

Reports and Documents required from the consultancy firm:

- ✓ Tender documents
- ✓ Consultant technical evaluation report
- ✓ Site Briefing Report
- ✓ Retention endorsement letters
- ✓ Completion Certificates (Interim and Final)
- ✓ Any other report as directed by éDumbe Local Municipality

ROLES AND RESPONSIBILITIES OF THE MUNICIPALITY

The Municipality is the custodian of the project; therefore the Municipality should always ensure the following:

- **Appointment of the Service Provider**
- **Proper project monitoring and evaluation**
- **Make necessary inputs and contribution to the project**
- **Ensures the compliance with all relevant pieces of legislation**

- Ensures proper public participation
- Approves the progress payments of the service provider
- Ensures that all meetings for monitoring and for the steering committees are properly convened
- Approves all the stages of the project up to and including close out stage
- Manage projects budgets
- Ensures proper closing and hand over of the project, and
- to maintain the facility after hand over

2. CONTRACT PERIOD

- 2.1 The contract period shall remain in force for a period of 36 months from the date of award.
- 2.2 The Municipality reserves the right to terminate the contract with any contractor should the contractor fail to fulfill his/her contractual obligations in terms of this contract.

3. PURCHASE ORDERS

- 3.1 Services shall be rendered only upon receipt of a written appointment letter from the EDumbe municipality. Accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 3.2 If goods or services cannot be rendered within the period mutually agreed upon, the service provider shall inform the Municipality in writing, detailing the reasons for the delay within forty eight hours (48) hours.

4. PAYMENT AND INVOICING

- 4.1 Payments will only be processed upon receipt and verification of invoices by the EDumbe municipality.
- 4.2 Payment will be made to the awarded entity only. Any deviation will only be accepted after relevant approval has been granted by the Accounting Officer.
- 4.3 Invoices must clearly indicate the project name, invoice number and comply with VAT Act.
- 4.4 Payments shall be done normally within 30 days after receipt of an acceptable, valid invoice.

5. NOTIFICATION OF AWARD OF BID

- 5.1 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.
- 5.3 The publication of an intention to award will be advertised in the same media as the invitation to bid.

6. CONTRACT AND SERVICE LEVEL AGREEMENT

- 6.1 The successful service providers will be required to sign a contract and Service Level Agreement within 30 days.
- 6.2 The Municipality and the Service Providers (if required) enter into negotiations for the award and execution of a contract for the services. No obligations will exist between the EDumbe municipality and the Preferred Service Providers until the parties have executed a contract for the services.
- 6.3 If, despite their best endeavors the EDumbe municipality and the Preferred Service Provider are unable to negotiate and agree on the terms of a contract for the services, the EDumbe municipality reserves the right to negotiate with any other Service Providers within the Panel, for the provision of the services.
- 6.4 The issue of this Expression of Interest or any response to it does not commit, obligate or otherwise create a legal obligation on the EDumbe municipality to purchase the services from the Service Providers.
- 6.5 The municipality will have the discretion to add service providers to the database and remove service providers who have provided substandard services or who have not kept to reasonable deadlines for service delivery.

7. PANEL SELECTION AND EVALUATION

- 7.1 All service providers who score 70% and above for functionality will be listed in The panel of approved service providers for Civil consultants and will be notified accordingly.
- 7.2 The Municipality will also verify that all the items delivered are in accordance to the specification.
- 7.3 Quotations will be requested from members of the panel as and when required, these quotations will then be evaluated for as per Preferential Procurement Regulations, 2022 where 80 points is for price, and 20 points are for the specific and RDP goals. The specific and RDP goals will be communicated through the RFQ process.

12. BID SUBMISSION

- 12.1 Bidders will be permitted to submit bids by: Hand Delivered: 10 Hoog street, Paulpietersburg, 3180.

13. CLOSING DATE AND TIME

- 13.1 Closing date for the submission of bid documents is **28 NOVEMBER 2025.**
- 13.2 Closing time: **12:00**

14. VALIDITY OF BIDS

- 14.1 Bidders are required to submit bids valid for **90** days

15. DURATION OF CONTRACT

- 15.1 Duration of contract would be for a period of 36 months upon the date of award.

16. BIDDING PROCESS

- 16.1 Bidders are requested to submit their bid documents in an envelope, marked clearly with Bid Number, Description, Name and Address of the Bidder.

17 LATE BIDS

- 17.1 Bids received after the time stipulated will not be considered.

18. CLARIFICATION OR ALTERATIONS OF BIDS

- 18.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
- 18.2 Requests for clarification may be needed to evaluate bids and the bidder's responses should be made in writing.

19. COMPLETENESS OF DOCUMENTATION

- 19.1 Bidders are required to complete the proposal returnable schedule and submit them to the EDumbe municipality. The bidder can also supply any other additional information or documents. The Municipality may have reference to such additional information or documents in evaluating the Expression of Interest.
- 19.2 It will be ascertained whether bids:
- a) Include original tax clearance certificates
 - b) Have been properly signed and completed

- c) Are accompanied by the required securities/accreditations
- d) Are substantially responsive to the bidding documents
- e) Are generally in order.

19.3 If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.

19.4 The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

20. REJECTION OF ALL BIDS

20.1 EDumbe municipality reserves the right to reject all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

21. ASSOCIATIONS BETWEEN CONTRACTORS

21.1 Contractors may associate with each other to complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub-contracting.

21.2 Where a bidder proposes to use resources from organisations other than the bidder itself, substantial information relating to the contractual arrangements for such resources must be detailed in the proposal, together with information on the relevant experience of such other organisation.

22. GENERAL

22.1 The EDumbe municipality reserves the right to award the bid.

22.2 The EDumbe municipality reserves the right to sign the SLA with the appointed service provider/s.

22.3 The EDumbe municipality will not be held responsible for any costs incurred by the service providers in the preparation and submission of bid.

3.EVALUATION CRITERIA

3 **All bidders will be evaluated according to the following:**

3.1 **Phase 1: Administrative Compliance and mandatory returnables submission**

A panel will evaluate all bids received on administrative compliance and compulsory returnable documents as detailed in the diagram below. Failure to comply with the mandatory documents required will render your bid non responsive, and will lead to disqualification.

3.2 **Phase 2: Functionality**

A panel will evaluate all bids received on the functionality criteria as reflected. The evaluation criteria will be used for the purpose of pre-qualifying the service provider so that they can be recommended for inclusion onto the panel. All bidders who don't score a minimum of 70% on functionality will be considered as being non-responsive and they will be disqualified from being considered to be part of the panel members for this project.

BIDDERS NEED TO SCORE A MINIMUM OF 70 POINTS OUT OF 100 (i.e. 70%) TO BE ELIGIBLE

EVALUATION SYSTEM DIAGRAM				
Item No.		Weight		
B	PHASE 2: Functionality:	Requirements	Points breakdown	Points
	1. Qualification and experience of key personnel: CV's , contactable references, certified copies of IDs & qualifications of the project team member(s) who will be working on this project should be attached.	Project Manager with NQF level 7 qualification for labour intensive project and be registered with SACPCMP.	10	25
		Two professional engineers with Civil Engineering, Registration with ECSA, Minimum of 5 years in the file	05	
		Quantity Surveyor: Must have at least Diploma in Quantity Surveying, must have at least 5 years of experience in Quantity Surveying and be registered with SACQSP.	05	
		Architect: Must have a Bachelors degree in Architectural studies with minimum of 3 years experience.	05	
	2. Technical Capability: Demonstrate experience of tenders experience relating to planning, design & implementation of similar works in general building and civil works.	List of similar projects undertaken successfully with reference to value and type within the last 5 years		40
		Five (5) projects in civil graded works (CE) with contract value of > 2 million (4 points per appointment letter together with a reference letter or completion certificate)	20	
		Five (5) projects in general building graded works (GB) with contract value of > 2 million (4 points per appointment letter together with a reference letter or completion certificate)	20	
	3. Quality management system	No proof submitted	00	10
		ISO 9001 certified quality management system certificate and proposal in place	10	
		Quality management proposal in place with no certificate	05	
	5. Skills transfer and Engineering Capacitation	No quality management system in place	00	05
		Skills transfer and Engineering Capacitation		
		A letter of undertaking signed by the Professional Engineer/ Technologist.	05	
		No letter submitted.	00	

6. Professional liability insurance	R3m PI for each claim submitted	10	10
	No PI insurance	00	
7. Financial standing/status (Based on an amount of R500 000.00)	Bank rating A – B	10	10
	Bank rating C	05	
	Bank rating D	03	
	Bank rating E & below	00	
Total Functionality		100	
<u>NB:</u> Bidders must obtain a minimum score of 70% on functionality criteria to be admitted in the panel.			

NOTE: BIDDERS NEED TO SCORE A MINIMUM OF 70 POINTS OUT OF 100 (i.e. 70%) TO BE ELIGIBLE

ACCEPTANCE (This is completed by the Municipality and not the Tenderer)

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderers Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tender's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Signature of MM : _____

Name (in capitals) : MR VB MBATHA

Capacity : ACTING MUNICIPAL MANAGER

Name of Employer : éDUMBE MUNICIPALITY

Address : P/ BAG X 308, PUALPIETERSBURG, 3180

Witness Signature : _____

Name (in capitals) : _____

Date : _____

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 authorized representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

 - (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.

.....
.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 Bid 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>audialterampartem</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 for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	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 ☐
4.7.1	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 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 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

DECLARATION BY BANK MANAGER

NAME OF BIDDER: _____

NAME OF BANK: _____

ACCOUNT NUMBER: _____

ACCOUNT TYPE: _____

BRANCH CODE: _____

BRANCH NAME: _____

BRANCH CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

This is to certify that the Bidder has sufficient good standing with this bank that he will, in my opinion,
be financially able to complete a contract of R.....500 000-00.....over the bided duration of
6 months. In addition we confirm that, for the amount of the enquiry,
the Bidder is rated Code

SIGNATURE OF BANK MANAGER:DATE:

BANK STAMP HERE

AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,,
chairperson of the board of, hereby
confirm that by resolution of the board (copy attached) taken on 20...., Mr/Ms
..... acting in the capacity of, was authorised to
sign all documents in connection with this bid for Contract No.....and any contract resulting from
it on behalf of the company.

As witnesses:

1.

Chairman:

2.

Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
hereby authorize Mr/Ms, acting in the capacity of
....., to sign all documents in connection with this bid for

Contract No **MPO/04/2025** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr/Ms
....., authorised signatory of the
company... .., acting in the capacity of lead partner, to sign
all documents in connection with this bid for Contract No.....and any contract resulting from it on
our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as, hereby authorize Mr/Msacting in the capacity of....., to sign all to sign all documents in connection with this bid for Contract Noand any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr./Ms.

....., authorised signatory of the company, close corporation or partnership....., acting in the capacity of lead partner,

to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

- i. Draw special attention to certain general conditions applicable to EDumbe municipality 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 EDumbe municipality.
- 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 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law

- 31. Notices
- 32. Taxes and duties

1. DEFINITIONS

- 1.1 The following terms shall be interpreted as indicated:
- 1.2 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 **"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.
- 1.4 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.6 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its EDumbe municipality and encouraged to market its products internationally.
- 1.7 **"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
- 1.8 **"Day"** means calendar day.
- 1.9 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.10 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.11 **"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.
- 1.12 **"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.
- 1.13 **"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.
- 1.14 **"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.

- 1.15 **“GCC”** means the General Conditions of Contract.
- 1.16 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- 1.17 **“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.
- 1.18 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 **“Order”** means an employee written order issued for the supply of goods for works or the rendering of a service.
- 1.21 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22 **“Purchaser”** means the organization purchasing the goods.
- 1.23 **“Republic”** means the Republic of South Africa.
- 1.24 **“SCC”** means the Special Conditions of Contract.
- 1.25 **“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.
- 1.26 **“Written”** or “in writing” means handwritten in ink or any form of 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.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

- 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:
 - 7.3.1. 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
 - 7.3.2. 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 Municipality or an organization acting on behalf of the Municipality.
- 8.3. If there is 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 Energy Board 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 OF 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:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 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. 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.
- 15.6. 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 fulfilment 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIERS 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 local authorities.
- 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 supplies contract, the purchaser shall, without cancelling 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.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1. When, after the date of bid, provisional payments are required, or antidumping 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.

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

28. LIMITATION OF LIABILITY

28.1. 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.

28.2. 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, Edumbe Municipality 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 (NIP) PROGRAMME

- 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. 15
- 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

SUPPLIERS DATABASE REGISTRATION FORM



DELIVER TO:
PROCUREMENT SECTION
EDUMBE LOCAL MUNICIPALITY OFFICES
10 HIGH STREET
PAULPIETERSBURG
3180

OR POST TO:
THE PROCUREMENT SECTION
EDUMBE LOCAL MUNICIPALITY OFFICES
PRIVATE BAG X308
PAULPIETERSBURG
3180

All enquiries to be directed to: The SCM MANAGER
Telephone: 0349951650/2
Fax number: 0349951192
buthelzibw@edumbe.gov.za

For office use:

Supplier Name			
Edumbe Registration No			
Captured By		Date	
Approved by		Date	

IMPORTANT NOTES:

Please read carefully

- To be completed by all vendors seeking registration as an approved supplier.
- Form must be completed in **full** and must be **signed**.
- Suppliers must comply with the registration criteria for registration to be finalised – failure to do so may result in the application being declined.
- Applicants will be contacted via fax and must therefore submit an operating fax number; failure to comply will result in excluding the supplier from the EFT system.
- It should be noted that eDumbe Local Municipality reserves the right to accept or reject any application **without being obliged to give any reasons** in this respect
- Suppliers will **not be notified** whether the application was accepted or not but will be advised of the outcome if telephonically requested
- Documents must be hand delivered at or posted to the above address. Faxed documents will not be accepted.
- Only black pen to be used on completion of this form

GUIDELINES:

1. Applicants are advised that only **ORIGINAL** eDumbe Local Municipality forms or **PHOTCOPIES** thereof will be processed. Any document that has been retyped or redrafted will be disregarded and returned to the applicant.
2. It is imperative that only supporting documents with an **ORIGINAL** signature be submitted.
3. All signatures must be commissioned by an authorized Commissioner of Oaths. Failure to do so will result in the applicant **not qualifying** for registration.
4. Suppliers registered on the Suppliers Database **MUST** notify the Supply Chain Management Office of any changes to information provided in the initial eDumbe Local Municipality forms, as captured onto the Suppliers Database. Failure to do so may result in such a supplier being removed from the Suppliers Database and/or the cancellation of contracts awarded to the supplier, on the basis of misrepresentation.

5. Suppliers providing incorrect information or fraudulent in their eDumbe Local Municipality forms will be **disqualified** from bidding and **removed** from the Suppliers Database, in addition to any other action the Province may institute against such a supplier. Furthermore, in the event of the Province being prejudiced financially, it reserves the right to **take legal action** against the supplier.
6. For definitions of terminology used in this document, please refer to the definitions set out in Treasury Regulation 16 A and eDumbe Local Municipality's Supply Chain management Framework.
7. Any **alterations** made by the supplier to its own information inserted on this document, must be **initialled** by the supplier. The use of correcting fluid is prohibited and the use thereof will lead to non-registration of the applicant.
8. Reminding letters will be issued by the eDumbe Local Municipality to suppliers to update their information. It remains the responsibility of the supplier to ensure that their information is updated in the Suppliers Database, therefore if a reminder letter is not received, the supplier must follow up with the eDumbe Local Municipality.

SUBMISSION OF DOCUMENTATION

The following documents must accompany your application: Please indicate

Documents	Expiry date	YES	NO
Certified copies of Identity Documents (ID) of shareholders			
Valid SARS Tax Clearance Certificate (original documents only)			
Company Registration Documents (e.g. CK)			
Original or Certified Proof of Residence (Municipal Account)			
CIDB Grading Certificate			
Professional Body Affiliation Certificate			
Reference Letters			
Training Institution (SETA Accreditation Certificate)			
Original Valid Broad-Base Black Economic Empowerment (BBBEE) Certificate			
Copy of bank statement (not older than 3 months) or cancelled cheque for proof of Bank Details			
National Treasury Supplier Central Database Number			

SECTION 1: PARTICULARS OF THE ORGANISATION

Please note that all information will be treated confidentially.

Where organisation is a joint venture the individual members of the joint venture are to separately provide information on their organisation.

1.1. Registered name of the organisation:

1.2. Trading name:

1.3. Type of organisation: (please tick one)

PTY(Ltd)	☐	CC	☐	Sole Trader	☐	Section 21	☐	Public Company	☐	Other (Specify	☐
----------	--------------------------	----	--------------------------	----------------	--------------------------	---------------	--------------------------	-------------------	--------------------------	-------------------	--------------------------

1.4. Company registration number:

1.5. Income tax registration number:

1.6. VAT registration number:

1.7. UIF registration number:

1.8. PAYE number:

1.9. Construction industry development board registration number (CIDB):

1.10. Compensation commissioner registration number:

--

1.11. (a) Business Postal address:

Bag		
Bag no.		
	Postal Code:	

(b) Business Physical address

No.		
Name		
Municipality		
	Postal Code:	

1.12. Contact person (**Full name**) and designation:

--	--

1.13. Contact Details:

EMAIL (Office)	
TELEPHONE NUMBER:	
CELL NUMBER:	
FAX NUMBER	

1.14. State the municipality in which you're business operates:

Name of the Municipality	
Account Number (A confirmation Letter if your business area does not pay Rates)	

ct number for Municipality	
----------------------------	--

1.15. Previous business information (if applicable)

Did your business exist under a different name previously?	
If "yes" what was the previous business name?	
Reason for name change?	

1.16. Banking details:

The eDumbe Local Municipality has adopted a policy of making vendor payments via EFT. To ensure that there are no delays in the processing of payments, ensure that the Electronic funds transfer form and the banking account details form are completed correctly and have the requisite bank authorisations.

1.17. Declaration of Interest

No bid will be accepted from persons in the service of the state*. 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 and/or take an oath declaring his/her interest.

Are you presently in the service of the state* **YES / NO**
If so, furnish particulars.

Have you been in the service of the state for the past twelve months? **YES / NO**
If so, furnish particulars.

ELECTRONIC FUNDS TRANSFER

Name of company/ partnership/individual: _____

Trading as: _____

Reg. No.: _____ Tel: _____

Fax: _____

Address:

_____ Postal code: _____

I/ We, the undersigned, hereby authorise and instruct the eDumbe Local Municipality to pay all amounts that may hereafter, from time to time, become due and payable to me/us by the eDumbe Local Municipality by electronically transferring the same to the bank mentioned below for the credit of my/our account detailed below.

I/ We, the undersigned, understand and agree that:

- Any such transfer shall constitute a full and final discharge of the eDumbe Local Municipality's obligation to make such payments to me/ us. The eDumbe Local Municipality shall not be liable to make good any loss. I/ We may suffer consequent upon such transfer pursuant to this authority and instruction.
- This payment authorisation and instruction will be applied to both goods purchased and services rendered.
- This authority and instruction will remain valid unless cancelled by either party upon thirty (30) days written notice. The said notice will only be effective in writing, delivered to the other party at the addresses stated herein and bearing an acknowledgement of receipt by the other party.
- Should any transfer attempted in respect of this authorisation be unsuccessful due to incorrect information supplied by me/ us, I/We agree to pay all bank charges for this transfer attempt.

In the event that the details set out herein should change, I/ We agree to notify the Municipality forthwith.

Name Capacity Telephone/Cell

Signature

Date

BANK ACCOUNT TO WHICH PAYMENTS ARE TO BE MADE

Name in which account is held: _____

Name of bank: _____

Branch: _____

Bank clearing number:										
-----------------------	--	--	--	--	--	--	--	--	--	--

Account Number										
----------------	--	--	--	--	--	--	--	--	--	--

ACCOUNT TYPE: _____

Important:

Please ensure that you have included a certified copy of your identification and a copy of a cancelled cheque or bank statement as per the documents required.

SECTION B: BEFORE RETURNING, THIS SECTION MUST BE COMPLETED BY YOUR BANK

I/We confirm that the above information on the client's account at this bank is correct.

Signed on behalf of Bank

Bank Stamp:

Name

Capacity

Note: This information will supersede any previous authorisation and instruction lodged with eDumbe Local Municipality. **Original completed** forms must be hand delivered or posted to the above address. Photocopies or faxed copies will not be accepted.

For Office Use Only	Supplier Code	Captured By(Name)	Initial	Date

SECTION 2: SERVICE TYPE AND CATEGORIES

Vendor type and services categories					
Please indicate your Service Type (ONE ONLY) by marking the appropriate box with an X.					
Code	Service Type	X	Code	Service Type	X
Cons	Consultant		Supp	Supplier	
Cont	Contractor				
Service providers may choose a MAXIMUM OF 5 (five) categories by marking the appropriate box with an X					
* If more than 5 services are indicated, only the first five will apply					
**If your service is not indicated, write it clearly under "OTHER"					
300	Construction Equipment And Supplies	X	100	General Services	X
301	Construction equipment		101	Catering	
302	Building materials		102	Conferencing and Event management	
303	Electrical materials		103	Cleaning and Gardening Services	
304	Plant hire equipment		104	Courier	
305	Plumbing materials		105	General Maintenance	
500	Construction Services	X	106	Laundry and Dry Cleaning	
501	Civil		107	Pest Control	
502	Electrical		108	Photographic and Graphic Design	
503	Mechanical		109	Printing	
400	Professional Services	X	110	Security and Safety	
401	Accounting, Auditing, Financial		111	Transport (buses / minibuses)	
402	Architectural and Quantity Surveying		200	Office and Facilities Supplies	X
403	Arts and Culture		201	Audio systems	
404	Auctioneering		202	Clothing and Corporate gifts	
405	Consulting Civil Engineer		203	Fire protection equipment	
406	Consulting Electrical Engineer		204	Groceries	
407	Consulting Geo-technical Engineer		205	IT- hardware/ software	
408	Consulting Mechanical Engineer		206	Office furniture and equipment	
409	Fire and Safety		207	Stationery	
410	GIS and Mapping and Data Collection		600	Vehicles	X
411	Occupational Health & Safety		601	Alarms and tracking systems	
412	Land and Property Valuers		602	Mechanical repairs and maintenance	
413	Land Surveying		603	Electrical repairs and maintenance	
414	Legal Services		604	Panel Beating	
415	Recruitment		605	Spares and parts	
416	Town and Regional Planners		606	Towing	
417	Training and Development		607	Vehicle dealership and Fleet Management	
418	Translation and Interpretation		800	Other	X
700	Miscellaneous Supplies	X	801		
701	Functions Equipment Hire		802		
702	Sports		803		

3.1. Please indicate size of the organisation based on annual turnover in the past three year's turnover:

--

3.2. Please provide total number of staff members employed by the company:

SECTION 4: REFERENCES

List at least three completed projects and their contactable reference. List per each type of service registered for:

PROJECT NAME	INSTITUTION NAME	AWARD AMOUNT	REFERENCE NAME AND CONTACT	DATE AWARDED
PROJECT NAME	INSTITUTION NAME	AWARD AMOUNT	REFERENCE NAME AND CONTACT	DATE AWARDED
PROJECT NAME	INSTITUTION NAME	AWARD AMOUNT	REFERENCE NAME AND CONTACT	DATE AWARDED

SECTION 5: DECLARATION

I the undersigned hereby declare that the information given in this document is to the best of my knowledge true, and correct in every respect.

Full names of owner or supplier representative: _____

Signature

Date

Signed at: _____

Supplier name: _____

SIGNED AND AFFIRMED BEFORE ME (COMMISSIONER OF OATHS):

Full name: _____

Signature

Date

Capacity: _____

OFFICIAL STAMP