



eDumbe Local Municipality
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	EDUMT09/2026/27	CLOSING DATE:	28 SEPT 2026	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF SECURITY SERVICES IN CLUSTER TWO FOR 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

10 HOOG STREET

EDUMBE MUNICIPALITY MAIN OFFICES

PAULPIETERSBURG

KWAZULU NATAL

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	SCM		CONTACT PERSON	MR VB MBATHA	
CONTACT PERSON	ZP NKAMBULE		TELEPHONE NUMBER	034-995-1650	
TELEPHONE NUMBER	034-995-1650		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	mbathav@edumbe.gov.za	
E-MAIL ADDRESS	nkambulep@edumbe.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	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
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3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

**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:

éDUMBE MUNICIPALITY

INVITATION TO BID

éDumbe Local Municipality hereby invites experienced and suitably qualified service providers to submit bids for the following 36-month contracts:

BID NUMBER	PROJECT DESCRIPTION
EDUMT09/2026/27	Provision of Security Services in Cluster Two for 36 Months

Document Availability: Available from Wednesday, 26 August 2026 for non-refundable fee of R1 095.02 at eDumbe Cashier or Account Number: 53280005944, on www.etenders.gov.za and www.edumbe.gov.za. No briefing session will be held..

Evaluation Criteria: Bids will be vetted for administrative responsiveness, followed by functionality criteria, and evaluated on the 80/20 Preference Point System in terms of SCM Regulations.

Compulsory Returnable Documents: All compulsory returnable documents, MBD forms, tax compliance requirements, and specific goals are detailed in the tender document.

Specific Goal: In the 80/20 Points System, Up to 20 points are awarded for Locality, with 20 points allocated to eDumbe-based businesses, 10 points to Zululand District Municipality (ZDM) non-eDumbe businesses and 2 points for any businesses outside Zululand District Municipality providing valid proof (rates account within 3 months, valid lease agreement, or traditional authority confirmation), while missing or invalid proof scores 0 points.

Note: Late, incomplete, faxed, or emailed submissions will not be accepted. The municipality reserves the right to cancel these tenders, not to accept the whole or any part of the bid. Notice of Intention to Award will be published on e-Tenders and Municipal website in terms of the MFMA SCM Regulations. Bidders will be granted a 14-day objection / appeal period from the date of publication.

Submission: Sealed envelopes clearly marked with the 'Tender Number & Project Name' must be deposited in the Tender Box at Reception, éDumbe Local Municipality, 10 Hoog Street, Paulpietersburg, 3180.

Enquires: Technical Queries, email Director: Corporate at mbathav@edumbe.gov.za and SCM Queries, email SCM Practitioner at nkambulep@edumbe.gov.za

Closing Date & Time: Monday, 28 September 2026 at 12H00.

PRINCE DH ZULU
MUNICIPAL MANAGER

EDUMBE LOCAL MUNICIPALITY

SCHEDULE OF MANDATORY RETURNABLE DOCUMENTS

Tender Ref: EDUMT09/2026/27 | Description: Provision of Security Services (36 Months)
Closing Date: 28 SEPTEMBER 2026 | Closing Time: 12:00 PM SAST

INSTRUCTIONS TO BIDDERS: Bidders must ensure that all returnable documents listed below are fully completed, signed, and attached to their tender submission. Failure to submit any mandatory administrative or statutory documents will lead to immediate disqualification during preliminary evaluation.

1. Statutory & Administrative Returnables

Tick	No.	Document Description	Submission / Compliance Requirement
☐	1.1	CSD Registration Report	Full National Treasury Central Supplier Database (CSD) report reflecting an 'ACTIVE' and 'TAX COMPLIANT' status.
☐	1.2	SARS Tax Compliance Status	Valid Tax Compliance Status (TCS) PIN issued by the South African Revenue Service (SARS).
☐	1.3	CIPC Company Registration	Certified copy of CIPRO / CIPC Registration Documents (CK1/CK2/COR14.3) reflecting current shareholding & directorship.
☐	1.4	Directors' Identity Documents	Certified copies of South African Green Barcoded IDs or Smart ID Cards for all company directors (not older than 3 months).
☐	1.5	Company's Identity Documents	Municipal rates statement not older than 3 months at closing date for the business and all directors. Lease agreements where applicable or proof of address where businesses/directors reside in rural areas.
☐	1.6	COIDA Letter of Good Standing	Valid Letter of Good Standing with the Compensation Commissioner in terms of COIDA.
☐	1.7	Joint Venture / JV Agreement	If bidding as a JV/Consortium: Certified, signed JV agreement clearly defining percentage shares and lead partner.

2. Security Sector Specific Requirements (PSIRA & SAPS)

Tick	No.	Document Description	Submission / Compliance Requirement
☐	2.1	PSIRA Company Registration	Valid Private Security Industry Regulatory Authority (PSIRA) Enterprise Certificate of Registration.
☐	2.2	PSIRA Letter of Good Standing	Current PSIRA Letter/Certificate of Good Standing confirming all annual subscriptions are paid up-to-date.
☐	2.3	PSIRA Directors' Certificates	Certified copies of valid PSIRA Registration Certificates for all active company directors.
☐	2.4	Business Firearms Licenses	Proof of valid SAPS Business Firearms Licenses issued under the Firearms Control Act in the company name.
☐	2.5	Control Room / Base Verification	Proof of 24/7 operational control room or physical infrastructure base within KZN / Zululand District.

3. Mandatory Municipal Bidding Documents (MBD Forms)

Tick	No.	Document Description	Submission / Compliance Requirement
☐	3.1	MBD 1: Invitation to Bid	Duly completed, signed, and witnessed Part A and Part B bid invitation form.
☐	3.2	MBD 3.1: Pricing Schedule	Fully itemized Pricing Schedule and completed Form of Offer & Acceptance (firm 36-month pricing).
☐	3.3	MBD 4: Declaration of Interest	Signed declaration declaring any state employment or municipal relationships for all directors.
☐	3.4	MBD 6.1: Preference Points Claim	Completed claim form in terms of Preferential Procurement Regulations 2022 (with proof of specific goals).
☐	3.5	MBD 7.1: Contract Form	Signed Contract Form — Purchase of Goods/Services (Part 1 completed by Bidder).
☐	3.6	MBD 8: Past SCM Practices	Signed declaration regarding past municipal supply chain management practice history.
☐	3.7	MBD 9: Independent Bid	Signed Certificate of Independent Bid Determination confirming no collusion/bid rigging.

4. Specific Goals & Locality Proof (MBD 6.1)

Tick	No.	Document Description	Submission / Compliance Requirement
☐	4.1	eDumbe / Local Address Proof	Municipal Rates Account (not older than 3 months), valid lease agreement, or Tribal Authority letter from local Inkosi/Induna confirming physical presence in eDumbe / Zululand.

5. Technical & Functionality Evaluation Proof

Tick	No.	Document Description	Submission / Compliance Requirement
☐	5.1	Reference Letters / Certificates	Minimum 3 to 5 signed appointment and reference letters on official client letterheads detailing security contracts managed in the past 5 years.
☐	5.2	Organogram & Key Staff CVs	Detailed company organogram and CVs of proposed Site Supervisors & Security Manager (including certified PSIRA Grade B/C cards).
☐	5.3	Fleet & Equipment Proof	Proof of vehicle ownership/lease (logbooks/agreements) for patrol vehicles & detailed equipment asset register.
☐	5.4	Operational & Mobilization Plan	Comprehensive site mobilization plan, risk assessment methodology, and contingency response plan.

IMPORTANT NOTICE: All certified documents submitted must be original clear copies. Standard certifications must not be older than three (3) months from the tender closing date. Commissioning stamps must be clearly legible.

BIDDER AUTHORIZATION & VERIFICATION DECLARATION

I, the undersigned, hereby confirm that I am duly authorized to sign this tender submission on behalf of the bidder. I verify that all documents checked above have been verified, accurately completed, and included in this tender submission folder.

Authorized Representative Name

Signature & Date

Designation / Capacity

Company Stamp

CLUSTER 2
PROVISION OF SECURITY SERVICES (GUARDING SERVICES) TO
EDUMBE MUNICIPAL PREMISES FOR THE PERIOD OF THIRTY-SIX
(36) MONTHS

- **SCHEDULE OF SECURITY AREAS**

Cluster	Site	Area	No. of Guards	Shifts
Cluster 2	Bilanyoni Library (Mon-Sun including public holidays)	Bilanyoni (ward 4)	1(unarmed)	06h00-18h00
			1 (armed)	18h00-06h00
	Bilanyoni Municipal Offices (Mon-Fri night shift only) + weekends & public holidays day shift only	Bilanyoni (ward 4)	1(unarmed)	06h00-18h00
			1 x armed)	18h00 – 06h00
	Bilanyoni Stadium (Mon-Sun including public holidays)	Ward 4	1(unarmed)	06h00-18h00
			1(armed)	18h00-06h00
	Multipurpose Centre	Bilanyoni (Ward 4)	1 (unarmed)	06h00-18h00
			1 (armed)	18h00-06h00
	Mshayazafe Sportfield	Bilanyoni (Ward 2)	1 (unarmed)	06h00-18h00
			1 (armed)	18h00-06h00

	Site	Shift
SUPERVISORY & PATROL SERVICES	ALL SITES	ALL SHIFTS

HALL	AREA	NO. of Guards	Shift
Phase 5 Hall	Ward 2	1 Armed	18h00-06:00
Kanyekanye Hall	Ward 4	1 Armed	18h00-06:00
Mathunzini Hall	Ward 5	1 Armed	18h00-06:00

Lubenjane Hall	Ward 6	1 Armed	18h00-06:00
Gedlasi Hall	Ward 6	1 Armed	18h00-06:00
Maphayiphini Hall	Ward 8	1 Armed	18h00-06:00
Paddafontein Hall	Ward 8	1 Armed	18h00-06:00
Nhlakanipho Hall	Ward 10	1 Armed	18h00-06:00
Ezibomvu Hall	Ward 10	1 Armed	18h00-06:00

REQUIREMENTS FOR SECURITY GUARDS

In terms of Private Security we categorize as Area 3

- The minimum qualification Grade C certificate for each security guard
- Security guards must be deployed according to the list of sites provided

The service provider should also provide the following services

- Fire arms safe which will be installed in the guard rooms each safe must have lockers with different keys for safety purposes.
- Metal detectors each gate
- Torch each guard on duty
- Two way Radios for all on duty guards
- Provide registers (OB) and Fire register and receipt
- Security must be available 24 hours in all mentioned sites and each site must have an armed security guard. It is also a requisite that the service providers supply the security guards with the 2 way radios in all sites, metal detector, torch each site and the 24 hour Armed response must available and more than one person and giving time to rest for other one.
- The service provider should **Quote** for the below services
- Movable Guard rooms x 8
- Fire arms safe which will be installed in the guard rooms each safe must have lockers with different keys for safety purposes x8
- Metal detectors each gate x8
- Two way Radios for all on duty guards
- The below must **Not** be **Quoted** but is expected from the Service provider
- Torch each guard on duty x all guards on duty
- Provide registers (OB) and Fire register and receipt

Service Providers are required to submit the following documentation in order to be considered for appointment:

Mandatory Requirements

- Valid tax pin certificate (original) valid as at date of tender closing
- CSD proof of registration
- The minimum qualification Grade C certificate for each security guard
- Fully completed MBD 1, 4, 6.1, 8 & 9
- Municipal rates statement not older than 3 months at closing date for the business and all directors. Lease agreements where applicable or proof of address where businesses/directors reside in rural areas
- Proof of singing authority
- Workman's Compensation registration certificate (COIDA)
- Company / CC / Trust / Partnership / Registration Certificates and Certified copies of identity Document of Directors / Owners / Members / Shareholders

Other:

- All attachments as required and indicated on the functionality pages.

The BSC agreed that the following criteria will be used to score bidders for functionality

EVALUATION CRITERIA

All tenders will be evaluated for administration compliance thereafter the two stage evaluations will be applicable as per éDumbe local municipality's supply chain management policy.

First stage will be functionality where bidders will be required to obtain a minimum score of **70 points** in order to be considered into the panel.

Second stage evaluations as per Preferential Procurement Regulations, 2022 where 80 points is for price, and 20 points are for the specific and RDP goals will be applicable at RFQ stage once the panel members have been established.

<u>FUNCTIONALITY</u>				
Key aspect of criterion	Basis for points allocation	Score	Max points	Verification Method
Previous experience of the business in the security service field.	5 year and above	20	20	Name of Traceable reference with contract details to be included for verification (4 appointment letters and 4 reference letters)
	3 years and above	10		
	1 to 2 years	5		
Qualifications of personnel: Firearm competency Certificates	5 firearms competency and more	5	5	Certificates(area manager, supervisors, etc) to be attached
	3 firearms competency and below	3		
Staff capacity of the business to provide security service	10 people registered with PSIRA	5	5	proof of registered employees with PSIRA to be attached)
	5 people registered with PSIRA	3		
The equipment and assets that will be provided by the security service provider	2 vehicles and above	5	15	proof of registered motor vehicles or lease agreements Proof of firearm license / permits)
	1 vehicle	3		
	0 vehicle	0		
	9 - 10 firearms	10		
	6 - 8 firearms	5		
	1 - 5 firearms	3		
Provide a portable geo-fencing paging system to monitor movements of security guards or any other system recognised by the security industry			20	- Provide photograph of portable geo-fencing paging system - Provide Certificate Of Conformity from the manufacture)
TOTAL			65	

Bidders must obtain 70% (45.5 points) on functionality in order to be considered further, this is due to the technical nature of the service.

Respondents are to note that éDumbe Municipality will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

PRICE AND PREFERENCE POINTS

Bids will be evaluated in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Council's approved evaluation criteria.

The 80/20 preference point scoring system will be applied with points allocated as follows:-

- 80 points for the price;
- The 20 preference points will be allocated based on Specific goals allocated as per table below

SPECIFIC GOALS & POINTS OF THIS TENDER

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Returnable (Proof required)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local Economic Development	• Bidder from eDumbe jurisdiction= 20 points • Outside eDumbe & within ZDM = 10 • Any other areas= 2	Municipal rates statement not older than 3 months at closing date for the business / Lease agreements where applicable/ proof of address with affidavit for businesses/directors reside in rural areas	

Section A

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

- 1.10 **“Delivery into consignee’s 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 Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of Contract Document and Information; Inspection

- 5.1 The Vendor 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 Vendor 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 Vendor 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 Vendor's performance under the contract if so required by the Purchaser.

- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

6. Patent Rights

- 6.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

7. Performance Security

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

8. Inspection, Tests and Analysis

- 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 Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 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 Vendor 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 Vendor's cost and risk. Should the Vendor fail to provide the substitute

supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

- 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. Packaging

- 9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and Documents

- 10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.
- 10.2 Documents to be submitted by the Vendor 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 Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this contract;
 - e) training of the Purchaser's personnel, at the Vendor's plant; and /or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

- 14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:

- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Vendor, 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 Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
- 16.2 The Vendor 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 Vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or 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 Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

20. Subcontractors

- 20.1 The Vendor 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 Vendor from any liability or obligation under the contract.

21. Delay in Vendor's Performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor 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 Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC clause 22, unless an extension of time is agreed upon pursuant to GCC clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without 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 Vendor'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 Vendor.

22. Penalties

- 22.1 Subject to GCC clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/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 Vendor, may terminate this contract in whole or in part:
- a) if the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or
 - c) if the Vendor, 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 and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Vendor fail to respond within the stipulated fourteen

(14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Vendor and / or person restricted by the Purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Countervailing Duties and Rights

- 24.1 When, after the date of bid, provisional payments are required, or 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 favorable 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 vendor 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 as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on Insolvency

- 26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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 Vendor 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 Vendor 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 Vendor any monies due the Vendor.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 6;
- a) the Vendor 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 Vendor to pay penalties and/or damages to the Purchaser; and

- b) the aggregate liability of the Vendor 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 Vendor 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 Vendor 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 Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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);

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The lowest 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	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Returnable (Proof required)
Local economic development			
Within eDumbe Municipality	20		Municipal rates statement not older than 3 months at closing date for the business / Lease agreements where applicable/ proof of address with affidavit for businesses/directors reside in rural areas
Within Zululand district	10		
Any other areas	2		
Total	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 favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	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

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 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.

MBD 9

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: éDumbe Municipality 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.
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/Company

eDUMBE LOCAL MUNICIPALITY

TENDER INSTRUCTIONS, PRICE SCHEDULE & FORM OF OFFER

1. INSTRUCTIONS TO THE BIDDER

1.1 Tender Details & Submission Requirements

- **Bid Number:** EDUMT09/2026/27
- **Project Description:** Provision of Security Services in Cluster Two for 36 Months
- **Closing Date & Time:** Monday, 28 September 2026 at 12H00
- **Submission Address:** Sealed envelopes clearly marked with the Tender Number & Project Name must be deposited in the Tender Box at Reception, eDumbe Local Municipality, 10 Hoog Street, Paulpietersburg, 3180.
- **Disqualifications:** Late, incomplete, faxed, or emailed submissions will not be accepted. Bids must be submitted on the official forms provided and not re-typed.

1.2 Mandatory Administrative Returnables

- Original valid SARS Tax Compliance Status (TCS) PIN.
- Central Supplier Database (CSD) proof of registration.
- Minimum Grade C security certificates for personnels.
- Fully completed MBD 1, MBD 4, MBD 6.1, MBD 8, and MBD 9 forms.
- Municipal rates statement not older than 3 months at closing date for the business and all directors. Lease agreements where applicable or proof of address where businesses/directors reside in rural areas
- Proof of signing authority.
- COIDA Workman's Compensation registration certificate.
- Company registration certificates and certified ID copies of directors/shareholders.

1.3 Functionality Evaluation (Threshold: 70% / 45.5 Points)

- **Previous Experience -(20 Max Points)**
- **Personnel Qualifications- (5 Max Points)**
- **Staff Capacity- (5 Max Points)**
- **Equipment & Assets- (15 Max Points)**
- **Geo-fencing Paging System- (20 Max Points)**

2. PRICE SCHEDULE

Bidders must quote on all priced items listed below for Cluster 2 (36 Months). Items listed under Operational Requirements must be provided as part of standard service delivery.

Item No.	Site Description	Area/ Ward	Guard Type	Shift Time	Unit / Qty		Monthly Rate (Excl. VAT)	Total 36-Month Cost (Excl. VAT)
1	Security Personnel (Cluster 2 Sites)							
1.1	Bilanyoni Library	Ward 4	Unarmed	06H00 – 18H00	1	R	R	
1.2	Bilanyoni Library	Ward 4	Armed	18H00 – 06H00	1	R	R	
1.3	Bilanyoni Municipal Offices	Ward 4	Unarmed	06H00 – 18H00	1	R	R	
1.4	Bilanyoni Municipal Offices	Ward 4	Armed	18H00 – 06H00	1	R	R	
1.5	Bilanyoni Statium	Ward 4	Unarmed	06H00 – 18H00	1	R	R	
1.6	Bilanyoni Statium	Ward 4	Armed	18H00 – 06H00	1	R	R	
1.7	Multipurpose Centre	Ward 4	Unarmed	06H00 – 18H00	1	R	R	
1.8	Multipurpose Centre	Ward 4	Armed	18H00 – 06H00	1	R	R	
1.9	Mshayazafe Sportfield	Ward 2	Unarmed	06H00 – 18H00	1	R	R	
1.10	Mshayazafe Sportfield	Ward 2	Armed	18H00 – 06H00	1	R	R	
1.11	Phase 5 Hall	Ward 2	Armed	18H00 – 06H00	1	R	R	

1.12	Kanyekanye Hall	Ward 4	Armed	18H00 – 06H00	1	R	R
1.13	Mathunzini Hall	Ward 5	Armed	18H00 – 06H00	1	R	R
1.14	Lubenjane Hall	Ward 6	Armed	18H00 – 06H00	1	R	R
1.15	Gedlasi Hall	Ward 6	Armed	18H00 – 06H00	1	R	R
1.16	Maphayiphini Hall	Ward 8	Armed	18H00 – 06H00	1	R	R
1.17	Paddaontein Hall	Ward 8	Armed	18H00 – 06H00	1	R	R
1.18	Nhakanipho Hall	Ward 10	Armed	18H00 – 06H00	1	R	R
1.19	Ezibomvu Hall	Ward 10	Armed	18H00 – 06H00	1	R	R
1.20	Supervisory & Patrol Services	All	24 Hours	All Shifts	Incl.	R	R
SUB-TOTAL PER MONTH (EXCL. VAT)							R
2	Equipment & Infrastructure						
2.1	Movable Guard Rooms				8 Units	R	R
2.2	Firearm Safes (Installed in guard rooms with key lockers)				8 Units	R	R
2.3	Metal Detectors				8 Units	R	R
2.4	Two-Way Radios				All Duty Guards	R	R

2.5	Portable Geo-Fencing Paging System	1		
SUB-TOTAL EQUIPMENTS (EXCL. VAT)				
3	36-MONTH SUMMARY TENDER VALUATION			
3.1	TOTAL GUARDING & PATROL SERVICES FOR 36 MONTHS			
3.2	TOTAL EQUIPMENT AND SETUP COST			
	SUBTOTAL			R
	VAT @ 15%			R
	TOTAL BID PRICE (Carried to Form of Offer)			R

Mandatory Requirements included in your Pricing=Torches (1 per guard), Occurrence Books (OB), Fire Registers, Receipts

3. FORM OF OFFER AND ACCEPTANCE

3.1 Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
Provision of Security Services in Cluster Two for 36 Months (Bid No: EDUMT09/2026/27).

By the signature of an authorized representative, the bidder offers to perform all obligations and duties of the contractor in accordance with the terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the tender documentation.

TOTAL OFFERED PRICE (INCLUSIVE OF VAT):

R _____ (in figures)

Rand Offer (in words)

Signatures for the Bidder

Signature: _____

Date: _____

Name of Signatory: _____

Capacity: _____

Name of Bidder: _____

Witness Signature: _____

3.2 Acceptance (To be completed by eDumbe Local Municipality)

By signing this part of this Form of Offer and Acceptance, the Employer accepts the bidder's offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the tender documentation.

Signature: _____

Date: _____

Name: Prince DH Zulu

For: eDumbe Local Municipality

Capacity: MUNICIPAL MANAGER

10 Hoog Street, Paulpietersburg, 3180

3. AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

- 1.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid
- 1.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
Is a CERTIFIED COPY of the resolution attached?		YE	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNES	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS	

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
	PRINT NAME:		
WITNESS 1:		WITNESS	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____
_____(Name of entity) to act as lead consortium partner and further authorize
Mr./Ms.

_____To sign this offer as well as any contract
resulting from this tender and any other documents and correspondence in
connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided
and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	%	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNES	

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)			
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			
CSD REGISTRATION TO BE ATTACHED			

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:

Postal Code:	

(b) Business Physical address

Postal Code:	

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

--	--

1.13. Contact Details:

EMAIL:	
TELEPHONE NUMBER:	
CELL NUMBER:	
FAX NUMBER	

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

Name of the Municipality	
Account Number	
Contact 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		

Failure to complete this section will result in the application being declined.

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

NB: A supplier can attach additional references per service type. References will be contacted, thus inaccurate contact details or poor service delivery may be used as valid grounds for registration being declined.

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