



EDUMBE LOCAL MUNICIPALITY

TENDER NO.: EDUMPRO06/2026/2027

TENDER DOCUMENT FOR:

ESTABLISHMENT OF A PANEL OF UP TO THIRTY (30) 1CE to 3CE AND TEN (10) 4CE or HIGHER CIVIL CONTRACTORS FOR THE CONSTRUCTION, REHABILITATION, REPAIRS AND MAINTENANCE OF MUNICIPAL INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS

CLOSING DATE: 20 AUGUST 2026 AT 12:00

COMPILED BY: Project Management Unit 10 Hoog Street Paulpietersburg 3180	SCM OFFICES ADDRESS 10 Hoog Street Paulpietersburg 3180
Technical Related Queries Contact Person: Mduduzi Madi Tel N°: 034 995 1873 Email: madim@edumbe.gov.za	SCM Related Queries Contact Person: Zandile Nkambule Tel N°: 034 995 1650 Email: :nkambulep@edumbe.gov.za

1. INVITATION FOR THE SUBMISSION OF TENDERS

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

Bid no:	Bid Description
EDUMPRO06/2026/2027	Establishment of a Panel of up to thirty (30) 1CE to 3CE and ten (10) 4CE or Higher Civil Contractors for the Construction, Rehabilitation, Repairs and Maintenance of Municipal Infrastructure for a Period of 36 Months
EDUMPRO07/2026/2027	Establishment of a Panel of up to thirty (30) 1GB to 3GB and ten (10) 4GB or Higher General Building Contractors for the Construction, Rehabilitation, Repairs and Maintenance of Municipal Infrastructure for a Period of 36 Months

ELIGIBILITY TO TENDER: Contractors registered and in good standing with CIDB and within grading **1-3 CE/GB and 4CE/GB or Higher** to submit tenders.

Special Conditions: RDP criteria applied to the bid of tenderers with **1-3 CE/GB**: this bid is open only to bidders who reside within the eDumbe Local Municipality area of Jurisdiction. Proof of address by way of Municipal utility bill or proof of address coupled with an affidavit to confirm locality must be provided with your bid.

SUPPORTING DOCUMENTS AND CONDITIONS

eDumbe Local Municipality's Supply Chain Management Policy will apply. Bidders are required to submit mandatory documents listed on the tender document 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.

Detailed Specification is contained in the tender document.

BID DOCUMENTS will be available as from 12:00 on Monday 20 July 2026 and will also be made available on www.edumbe.gov.za and www.etenders.gov.za

SUBMISSIONS

Duly completed bid documents sealed in an envelope, endorsed with tender number and Project Name are to be deposited in the Tender Box at the Municipal Offices, 10 High Street, Paulpietersburg, 3180 **no later than 12:00 on Thursday 20 August 2026** where bids will be opened in public. Bids are to be submitted on the bid documentation provided by the Municipality. The form of contract to be used will be the General

Conditions of Contract for Construction work 3rd Edition **2015**.

For further information please contact the following:

SCM Related Enquiries
Technical Enquiries (PMU)

Ms. Z Nkambule
Mr. MF Madi

nkambulep@edumbe.gov.za
madim@edumbe.gov.za

Closing Date: 20 August 2026
Prince HD Zulu
Municipal Manager
eDumbe Local Municipality



MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	EDUMPRO06/2026/27	CLOSING DATE:	20 AUGUST 2026	CLOSING TIME:	12H00
DESCRIPTION	ESTABLISHMENT OF A PANEL OF UP TO THIRTY (30) 1GB to 3GB AND TEN (10) 4GB or HIGHER CIVIL CONTACTORS FOR THE CONSTRUCTION , REHABILITAION , REPAIRS AND MAINTENANCE OF MUNICIPAL INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS				

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

eDUMBE MUNICIPALITY					
TENDER BOX AT RECEPTION					
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	SCM		CONTACT PERSON	MF MADI	
CONTACT PERSON	P NKAMBULE		TELEPHONE NUMBER	034 995 1650	
TELEPHONE NUMBER	034 995 1650		FACSIMILE NUMBER	034 995 1192	
FACSIMILE NUMBER	034 995 1192		E-MAIL ADDRESS	madim@edumbe.gov.za	
E-MAIL ADDRESS	nkambulep@edumbe.gov.za				

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 AND 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:

Definitions

The following terms shall be interpreted as indicated:

- (i) **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- (ii) **"Contract"** means the written agreement entered 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.
- (iii) **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iv) **"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.
- (v) **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (vi) **"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.
- (vii) **"Day"** means calendar day.
- (viii) **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- (ix) **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- (x) **"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.
- (xi) **"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.
- (xii) **" Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable, 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.

- (xiii) **“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.
- (xiv) **“GCC”** means the General Conditions of Contract.
- (xv) **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (xvi) **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (xvii) **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- (xviii) **“Project site,”** where applicable, means the place indicated in bidding documents.
- (xix) **“Municipality/Council/Client”** means eDumbe Municipality which is the purchaser of goods or services.
- (xx) **“Purchaser”** means the organization purchasing the goods/ services.
- (xxi) **“Supplier”** means the appointed service provider to supply goods/provide services to municipality.
- (xxii) **“Republic”** means the Republic of South Africa.
- (xxiii) **“SCC”** means the Special Conditions of Contract.
- (xxiv) **“Services”** means that 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.
- (xxv) **“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- (xxvi) **“Certified copy”** means true and accurate representation of original by an authorized person (Not a copy of a certified copy).
- (xxvii) **“Returnable documents”** refers to listed documents to be submitted together with the bid document including forms to be completed by the bidder.
- (xxviii) **“Returnable Schedule documents”** refers to forms or parts of the bid document within the returnable documents that require to be completed by bidder or stated input from the bidder.

1. INSTRUCTIONS AND CONDITIONS OF TENDER

1.1 ELIGIBILITY TO TENDER

Contractors registered and in good standing with CIDB and within grading **1GB to 3GB** and **4GB or Higher** to submit tenders.

Submission procedures

Notice and invitation to submit an expression of interest

EDUMPRO07/2026/2027: Expressions of Interest for the Establishment of a Panel of up to thirty (30) 1GB to 3GB and ten (10) 4GB or Higher Contractors for the construction, rehabilitation, repairs and maintenance of Municipal Infrastructure for a period of third six (36) Months. Contractors admitted in the panel will be invited, as and when required, by eDumbe Municipality to submit quotations or respond to tender requests and meet other requirements to be considered successful for tenders.

eDumbe Local Municipality hereby invites General Building Contractors with a CIDB Grading of 1 GB to 3 GB and 4 GB Higher (General Building) to submit their information with the intention of creating a panel of contractors over a three-year term without commitment to a quantum of work.

Special Conditions:

RDP criteria applied to the bid for Contractors with a CIDB Grading of 1GB to 3GB, this bid is open only to bidders who reside within the eDumbe Local Municipality area of Jurisdiction. Proof of address by way of Municipal utility bill or an affidavit to confirm locality must be provided with your bid.

1.2 RETURN OF DOCUMENT

Duly completed bid documents sealed in an envelope, endorsed with tender number and Project Name are to be deposited in the Tender Box at the Municipal Offices, 10 High Street, Paulpietersburg, 3180 **no later than 12:00 on Thursday 20 August 2026** where bids will be opened in public. Bids are to be submitted on the bid documentation provided by the Municipality

NB: Late tenders, telegraphic or facsimile tenders will not be considered.

1.3 COMPLETION OF TENDER DOCUMENT

- 1.3.1 Tender document must duly be completed in very manner and all required returnable documentation must be furnished as specified in this bid.
- 1.3.2 Fraudulent practice will result in the disqualification of the bid and any further corrective actions that may be required.
- 1.3.3 Forms in this tender document must be completed and signed.
- 1.3.4 All pages allocated signing spaces must be signed.
- 1.3.5 Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the project in accordance

with the tender documents.

1.4 AUTHORITY FOR SIGNING

Authority to sign the documents on behalf of the tenderer must be submitted with the tender and remain in force unless replacement submission is made and accepted by the municipality.

1.5 ACCEPTANCE OF TENDERS

- 2.5.1. The Bidder or a competent authorized representative of the Service Provider who submitted the tender has attended the compulsory briefing meeting (if applicable to this tender).
- 2.5.2. The tender offer is signed by a person authorized to sign on behalf of the Bidder.
- 2.5.3. A Bidder who submitted a tender as a Joint Venture if accepted in the bid document, must include an acceptable Joint Venture Agreement in this bid.
- 2.5.4. Acceptance of the tender will not guarantee that the programme, methods and other details will be approved. Municipality may consider reviewing such prior entering into a contract agreement.
- 2.5.5. The Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- 2.5.6. The eDumbe Local Municipality will not be held responsible for any cost incurred for submitting this tender.
- 2.5.7. Failure to comply with the foregoing instructions may lead to the tender not being considered.
- 2.5.8. When the bid is accepted, the successful tenderer will be informed and the contract negotiated indicating the financial implications and terms of service will be entered into.
- 2.5.9. **In terms of Section 38 of the Supply Chain Management Policy the Municipality reserves the right to reject any bid:**
 - (i) If any municipal rates and tariffs or municipal service charges are owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
 - (ii) Who in last 5 (five) years has failed to perform satisfactorily on a previous contract with the municipality or municipal entity or any other state organization after written notice was given to that Service Provider that performance was unsatisfactory.
- 2.5.10. Late tenders, electronic mailed and computer edited or altered tenders will **NOT** be accepted.
- 2.5.11. Corrupt practices of any kind such as canvassing in gift of Municipality is strictly prohibited and will lead to disqualification of the bid.

- 2.5.12. Registration on the Councils Database shall be mandatory to the successful bidder. This will apply to the final award of this tender.

2.6 LIST OF RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERE

Returnable documents instructions:

- (i) Bidders are required to submit all returnable documents listed in this bid on item 2.6 and to take note of each remarks made to weigh compliance with the critical requirements of this bid.
- (ii) All returnable schedule documents must be fully completed and signed.
- (iii) Bidders are required sign each page of returnable documents on the space provided as an acknowledgment of requested documentation.
- (iv) All pages with allocated signatory space on the bottom must be signed.
- (v) Bidders to take note of returnable and schedule documents which applies based on submitted tender price.

	RETURNABLE SCHEDULE DOCUMENTS	REMARK
A.	Proof of purchase of tender document (if document was purchased only)	Compulsory if applicable
B.	Valid tax pin certificate (original) valid as at date of tender closing	Compulsory
C.	Company / CC /Trust / Partnership / Registration certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders, Joint Venture Agreement and Power of Attorney in case of Joint Ventures	Compulsory
D	Proof of registration with CSD	Compulsory
E	Rates Clearance Certificate	Compulsory
F	Proof of Workman's Compensation Registration	Compulsory
G	CIDB registration certificate	Compulsory
H	Declaration of interest	Compulsory
I	Declaration of Bidders past Supply Chain Management practices	Compulsory
J	Certificate of Independent Bid Determination	Compulsory
K	Agreement in terms of section 37(2) of the occupational health and safety act no 85 OF 1993	Compulsory for contract
L	Record of addenda to tender document	Compulsory
M	Certificate of authority to sign documents	Compulsory
N	Amendments or qualifications by the tenderer if applicable	Compulsory

2.7. EVALUATION METHOD

- 2.7.1. Eligibility to tender only if it is applicable and specified in the bid.
- 2.7.2. Compliance with completion of tender document as per **item 2.3** in this bid document.
- 2.7.3. Compulsory returnable documents.
- 2.7.4. Functionality (as per criteria in this bid document)
- 2.7.5. Price and preferential procurement system will be applicable at RFQ stage with the successful panel members

2.8. VALIDITY PERIOD

N/A

2.9. COMPETENCE OF KEY PERSONNEL AND QUALITY

- 2.9.1.** To carry out and complete work the Service Provider shall employ only such people as are careful competent and efficient in their various professions.
- 2.9.2.** All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “no substitution without municipality’s written approval will be allowed”
- 2.9.3.** Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.

2.10. LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY

The administrative center of eDumbe Local Municipality (KZN261) (eDumbe) is situated along the northeastern coast of Kwa Zulu Natal, 365km north east of Durban. eDumbe municipality is located within Zululand District. Geographically, the municipal area covers 2 217km² and consist of 10 electoral wards with dominance of rural wards, and there are 4 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

2.11. INSPECTION

The successful tenderer must be acquainted with eDumbe Municipality area. Service providers must make their own arrangements to familiarize themselves with area of work.

2.12. AMENDMENTS UPWARD OF TENDERED PRICE

- 2.12.1.** Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Municipality as a reason to amend the said tendered price.

- 2.12.2.** Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

2.12.2.1. COST OF TENDER

The Municipality does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer’s account.

2.13. ALTERNATIVE

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or document describing such alternative must be in duplicate.

2.14. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

2.15. GENERAL TERMS AND CONDITIONS OF THIS BID

2.15.1. Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.

2.15.2. Project personnel requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.

2.15.3. All secretarial services such as arranging meetings, setting of agenda and minute taking shall be the responsibility of the Service Provider.

2.15.4. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the eDumbe Local Municipality except where duly authorized to do so in writing by the eDumbe Local Municipality.

2.15.5. Use of contract documents and information;

2.15.5.1. The service provider shall not, without the municipality'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.

2.15.5.2. The service provider shall not, without the municipality's prior written consent, make use of any document or information mentioned in **2.16.5.1 above**, except for purposes of compiling the contract.

2.15.5.3. Any document, other than the contract itself mentioned in **2.16.5.1** above shall remain the property of the service provider and shall be returned (all copies) to the municipality for completion of the service provider's performance under the contract if so required by the municipality.

2.15.5.4. The service provider shall permit the municipality to inspect the service provider's records relating to the performance of the supplier and to have them audited by auditors appointed by the municipality, if so, required by the municipality.

2.16. CONTRACT AGREEMENT/SERVICE LEVEL AGREEMENT

2.16.1. The successful Service Provider may sign a Service Level Agreement linked to requirements of the panel if municipality is deemed necessary.

2.16.2. Project of Service specific Contract/ Service Level Agreement shall be signed with the Municipality read together with terms of this bid document.

2.16.3. The concluded contract agreement shall include termination for default, settlement and dispute resolution for this contract and any other imperative conditions of the services to ensure effective delivery of goods/services.

2.16.4. The terms and conditions of this bid document shall form part of contractual document and may be used as evidence in any dispute, read together with service level agreement or in the event of no contract/service level agreement signed.

2.16.5. Draft contract or service level agreement is included in this document for tendering purposes.

3. SCOPE OF WORK AND SPECIFICATIONS OF THIS TENDER

3.1. BACKGROUND

The Municipality seeks to enter a three (3) year agreement with qualifying Local civil engineering contractors to provide the service of civil engineering infrastructure within the stipulated CIDB tender value range threshold.

3.2. CONTRACT DURATION.

Unless terminated under one of the other clauses of contract, the appointment of a Professional Service Provider shall be valid for a maximum period of 3 years (36 Months) from the date of appointment

3.3. SCOPE OF THE PROJECT

The scope of work is, but not limited to following categories:

3.3.1. CIDB CE CATEGORY

The extent of scope entails appointment of contractors to provide services relating to:

- ☐ Repairs and maintenance of municipal sports fields, parks, and garden facilities.
- ☐ Repairs and maintenance of municipal roads, stormwater, bridges, causeways and other civil infrastructure.
- ☐ Supply and delivery of materials required for maintenance services of roads, and other facilities.
- ☐ Construction of new roads, stormwater, bridges, causeways and other civil infrastructure.
- ☐ Construction of new and refurbishment of sports fields, parks, and garden facilities.
- ☐ Construction of new cemeteries.
- ☐ Construction of new waste disposal sites.
- ☐ Refurbishment of existing waste disposal site
- ☐ Rehabilitation of storm damaged roads/stormwater/bridges

3.1. PROJECT SITE

- All eDumbe Municipality Wards as applicable to each project location.

3.2. **OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 3.2.1. Provide, perform and complete the quality services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of the agreement.
- 3.2.2. To maintain for the duration of the contract all quality presented during bidding process has materially influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement.
- 3.2.3. 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.
- 3.2.4. The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 3.2.5. To maintain good standing with South African Revenue Service (tax matters) and Central Supplier Data base (CSD), Compensation for Occupational Injuries and Diseases Act (COID) for the duration of the contract.
- 3.2.6. Adhere to all health and safety requirements in accordance with OHSA.
- 3.2.7. The service to adhere to prescribed response time and be **available 24 hours/ week-ends** to attend to emergencies.
- 3.2.8. To deliver delivery goods/commencement of services as per set time frames/turnaround times below as may be finally agreed on the contract/ service level agreement;

Item No	Activity Description	Duration Unit of measure		Remarks
		Time	Unit	
1	Submission of documentation required prior commencement of work.	5	Days	From date of acceptance of offer
2	Site establishment	2	Days	From date of acceptance of offer

3	Response to requests	8	Hours	Time of request
4	Delivery of goods	5	Days	From receipt of order

3.2.9. Attended all contract administration meeting scheduled by municipality at service providers' costs and must be attended by senior level delegates as indicated in the meeting invitation.

3.2.10. The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.

3.2.11. Invite the Municipal official responsible for inspection and certifying work done prior to leaving site or during progress of work as per agreed quality management in the contract.

3.2.12. To perform applicable incidental Services such as:

- (i) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (ii) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (iii) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (iv) 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
- (v) training of the municipality's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

3.3. MONITORING, REPORTING AND PERFORMANCE MANAGEMENT

3.3.1. This Contract will be monitored on regular basis and performance/ progress report will be required to be submitted as a supporting document to service provider's invoice where required by municipality.

3.3.2. The Municipality reserves the right to introduce or put in place additional performance measures as and when required, as deemed necessary during contract administration.

3.3.3. Inspections and testing requirements that may apply, E.g.:

- (i) Service provider's premises
- (ii) Quality of materials used and any other quality control tests in relation to the supplies/ services.
- (iii) Workmanship and compliance with specification of services/goods procured.
- (iv) Project stages/ milestones as set out in the contract document.

3.3.4. Monitoring, performance and reporting requirements includes but not limited to:

- (i) Measuring performance against set performance indicators or specifications of goods/services.
- (ii) Submit, written reports on the project progress report or any supporting documents of service performed/ work done as per the requirements of the contract.
- (iii) Presentation of progress/performance reports during the contract.

3.3.5. Format of communication

- (i) All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Ad-hoc communication between the Employer and the Service Provider may be conducted by facsimile or in electronic format (e-mail).
- (ii) All plans and contract documents submitted for approval shall be in hard copy format.

3.6.6 CONTRACT ADMINISTRATION MEETINGS

- (i) To be able to manage the contract, the Employer and Service Provider will have various meetings, to proactively and jointly manage and minimize adverse risks during execution of the contract. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature and special meeting may be convened and chaired by the municipality or *municipality's agent*, number of meetings per month will be determined by Municipality as needed.
- (iii) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for

the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.4. OTHER CONTRACT ADMINISTRATION CONDITIONS

3.4.1. Patent rights

- 3.4.1.1.** The service provider shall indemnify the municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising during rendering of service or from use of the goods or any part thereof by the municipality.

3.4.2. Insurance

- 3.4.2.1.** The goods/ services supplied under the contract shall be fully insured for an amount **(as determined on each project specification)** against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as per the contract

3.4.3. Performance security

- 3.7.3.1** Within **thirty (30) days** of receipt of the notification of contract award, the successful bidder shall furnish to the municipality the performance security of the amount of **10%** of the contract value as determined by the municipality on each project specification.

- 3.4.3.1.** The proceeds of the performance security shall be payable to the municipality as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract and shall be administered as set out in the contract.

3.4.4. Warranty and guarantee

- 3.4.4.1.** The supplier warrants that the goods supplied under the contract are new, unused. The supplier further warrants that all goods supplied under this contract shall have no defects arising from design, materials, or workmanship.

- 3.4.4.2.** This warranty shall remain valid for **(as determined by each project specification) months** after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the destination indicated in the contract.

- 3.4.4.3.** This guarantee remains valid for **(as determined on each project specification) days** after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the destination indicated in the contract.

3.4.5. Inspections, tests and analyses

3.4.5.1. All pre-bidding testing will be for the account of the bidder.

3.4.5.2. If it is a bid condition that supplies/services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the work site, premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the municipality or an person/organization acting on behalf of the municipality.

3.4.5.3. 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 as set out in the contract agreement.

3.4.5.4. Inspections and testing applicable to this provision of goods or services:

Inspection	Frequency	Place
Site inspection	Any time	Project site
Premises Inspection	As and when required	Service provider's premises
Testing	As per quality management requirements of this contract.	

3.5. OTHER CONTRACTUAL DOCUMENTATION

The following documents must be submitted no later than **(as determined on each project specification) days** prior commencement of work except those documents specified under returnable documents and functionality requirements in this bid: e.g.

- (i) Performance security (10% of the contract price).
- (ii) Indemnity insurance (Insurance of work including third party).
- (iii) Skill transfer strategy / plan as per requirements of this bid.
- (iv) Competencies of key personnel.
- (v) Initial Programme.

3.6. MINIMUM EXPERTISE/ STAFF/ COMPETENCIES/RESOURCES REQUIRED.

3.6.1. The Service Provider must have the following minimum resources to effectively provide Services:

Staff/ personnel	Relevant trade Competencies	Tools of trade/ equipment
Contract Manager	Minimum NQF Level 4 with relevant experience.	Service Vehicle
Site Agent	Relevant National Diploma with experience	Construction Plant and Equipment
Forman	Secondary education with relevant experience	
Health and Safety Officer	Health and Safety Qualification	

3.6.1.1. The company must use qualified and experienced personnel to perform the required services.

3.6.1.2. It is a requirement of this contract that qualified and experienced personnel may perform work. Should it be proven that unqualified personnel are being utilized to perform the work, the Service Provider's contract may be terminated.

3.6.1.3. Notwithstanding the above, Un-qualified personnel may assist the qualified personnel in the repair process.

3.7. TRANSFER OF SKILLS

3.7.1. Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred are limited to **number of officials** nominated by employers on the commencement meeting.

3.8. Successful service provider submitted proposed skills transfer strategy on the project as requirement of this tender.

3.9. These schedules shall be read together with skill transfer clause of this contract. The eDumbe Municipality is striving to capacitate its technical personnel in relation to provision of this service.

3.10. The service provider must ensure that skills are transferred during execution of the project or provision of work, and the skill transfer shall be offered within the tendered price.

3.11. **Skills transfer aspects:**

- (i) Construction activities were deemed necessary.

3.12. The following conditions also apply:

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.
- (iii) Editable version documents will be produced and left with the municipality for future use.
- (iv) Only professional registered people are used to transfer skills or competent and experienced people as approved by the municipality.
- (v) Prior arrangements be made to municipality nominated personnel to ensure his/her availability.

4. APPOINTMENTS OF WORK/PROJECTS AND PRICING DATA

4.1. Criteria For Appointment for Specific Project/ Job

- 4.1.1. Successful Contractors will be listed according to the unique rank or control number often based on their tender scores, CIDB grading or order of processing.
- 4.1.2. Appointment will be subject to competitive bidding of all service providers in the panel.
- 4.1.3. If it is impractical to follow competitive bidding, issuing of works orders will be on rotation basis amongst appointed service providers subject to ability to deliver within specified timeframe as determined by the municipality from time to time.
- 4.1.4. If immediate action is needed (e.g. a burst pipe), the Municipality will select the first available pre-approved contractor capable of immediate response.
- 4.1.5. During the panel period certain returnable documents will be requested as needed to verify validity or compliance.
- 4.1.6. Further functionality specific to the project may apply as attributed by project complexity.
- 4.1.7. The rotation will cut across all services as specified above.
- 4.1.8. The municipality will generate and issue works order based on **the accepted quotation submitted by the service provider.**
- 4.1.9. Amount of work to be given to the appointed service providers will be determined by the municipality from time to time guided by need.
- 4.1.10. The municipality does not bind itself to give work/ appoint all appointed Service providers in this panel for specific job.
- 4.1.11. The municipality will raise works orders as and when required during period of this contract.
The works order will indicate type of work, quantity and amount of work to be provided by the appointed Service provider
- 4.1.12. **Pricing (on request for quotation)**
- 4.1.13. The Municipality will request quotes only from a set number of contractors at the top of the list (the top 3 to 10 contractors) on the panel with the correct expertise/grading for the specific job. All pricing must be clear, transparent, and inclusive of all costs associated with the provision of services as outlined in the Scope of Work.
- 4.1.14. The selected contractors will have their quotations evaluated based on further functionality for a specific job, price and preference points and an award is made to the contractor, scoring the highest points unless objective criteria have been stipulated.

- 4.1.15. Contractors who declined an appointment or were invited to submit quotes or were awarded a contract will be moved to the bottom of the panel until all entries have been involved in a transaction.
- 4.1.16. Failure to complete this pricing schedule in full may result in the quotation being deemed non-responsive.
- 4.1.17. Should the tendered rate/price exceed the prescribed rates by applicable regulatory body, the lowest acceptable offer may be negotiated based prescribed fees guidelines. (if applicable).
- 4.1.18. Tenderers submit tender prices in accordance with the description, requirements and sections as indicated in the tender documents.
- 4.1.19. The Municipality reserves the right to negotiate a reasonable price with the lowest acceptable bid prior final recommendation is made.
- 4.1.20. The offer was accepted as a whole, therefore partly delivered order to the municipality means the service remains the property of the supplier until complete order is delivered (Note delete what is not applicable).
- 4.1.21. The tenderer must make provision for all machinery labour, material, equipment and all non-incidentals needed for the execution and implementation of the contract in accordance of the tender document.
- 4.1.22. The Pricing Strategy is a re-measurement Contract, meaning scheduled quantities are just estimates or worst-case scenario, the actual work will measure for payments. (Note: delete if not applicable)
- 4.1.23. Criteria For Issuing Purchase Order**
- 4.1.24. Purchase orders will be issued by municipality as and when the service is required.
- 4.1.25. The municipality will generate and issue works orders based on **accepted quotations from service provider from time to time.**
- 4.1.26. Amount of materials/product/ service to be delivered per financial year will be determined by the municipality from time to time guided by availability of budget and need.
- 4.1.27. The municipality will raise works orders as in when required during period of this contract.
- 4.1.28. No work to be performed without an official purchase order or written instruction from Municipality.
- 4.1.29. The works order will indicate material type, quantity and amount of work to be provided on each occasion.

5. PAYMENT CONDITIONS

5.1. Payment Instruction

- 5.1.1. Payment will not be made for work or services performed that fall outside the ambit of the contract and approved **Contract Price**, all variation orders must be approved in writing by a person authorized to do so.
- 5.1.2. Payment will be made by the municipality to the Service Provider upon delivery of service, of which payment will be made via electronic transfer of funds to the Contractor's financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.
- 5.1.3. Where applicable progress payment claims shall be submitted in the same format, accompanied by an original tax invoice
- 5.1.4. The Service Provider is obliged to submit the invoice together with a signed monthly report, travel logbooks, job card or municipal time sheet (whichever is applicable) and job card/time sheet must be properly filled and reflect working hours / quantity of work done, site name etc. Failing which no work shall be certified for payment.
- 5.1.5. Valid tax invoice must be submitted on the last day of each month, and payment shall be made 30 days after date of invoice.
- 5.1.6. If the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
- 5.1.7. The municipality is not obliged to pay for incomplete delivered services. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, the entire invoice amount shall be withheld, until the dispute is resolved. The undisputed portion may be paid on municipality's discretion subjected to nature and conditions of services and submission of the revised invoice amount as such payment may render the contract irregular.
- 4.1.1. Invoice will only be certified for payment once complete goods/services have been delivered /rendered, and the municipality accepts no ownership, responsibility, security for materials/product/ equipment/services whatsoever, until the goods/services are delivered /rendered.

5.2. Penalties

- 5.2.1. If the service provider fails to perform any or **all services if** within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, **an amount specified on each project requirements**, of the delay until actual delivery or performance. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.

5. FORM OF CIDB CATEGORY AND GRADING SUBMITTED FOR THIS BID

The Service provider to mark with **“Yes/ No”** the category and grading submitted for this tender and this information will be used for evaluation purposes and the appointment letter shall reflect awarded CIDB categories and grading as requirements of this tender.

1CE to 3CE and 4CE or Higher only

Item	CIDB grading category and grading level	Ownership		Supporting Document
		Yes	No	
1	1 CE			Categories and grading levels are reflected on the CIDB registration certificate.
2	2 CE			
3	3 CE			
4	4 CE			
5	5 CE			
6	6 CE			
7	7 CE			
8	8 CE			

Compulsory Note: Service provider will only be awarded part indicated above subject to compliance with CIDB requirements.

Signature: (of person authorized to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory): **Name of**

Tenderer: (organization): **Address:**

.....

Telephone number:..... **Fax number:**

Witness:..... **Name /**

Signature:

Date:.....

[Failure of a Tenderer to sign this part of the tender Form and Acceptance will invalidate the tender]

6. FORM OF OFFER AND ACCEPTANCE OFFER

BID NO : EDUMPRO06/2026/2027

1. The employer, identified in the acceptance signature block, has solicited offers to enter a contract for:
2. **ESTABLISHMENT OF A PANEL OF CONTRACTORS (1GB to 3GB) AND (4GB or HIGHER) FOR THE CONSTRUCTION, REHABILITATION, REPAIRS AND MAINTENANCE OF MUNICIPAL INFRASTRUCTURE FOR A PERIOD OF 36 MONTHS**
3. The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of bid.
4. By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.
5. This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the tender data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.
6. Signature(s)
Name(s)
Capacity
7. For the Bidder
(Name and address of organization)
8. Name and Signature of
9. Witness..... Date

10. ACCEPTANCE

11. By signing this part of this form of offer and acceptance, the employer identified below 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 contract data. Acceptance of the bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

12. The terms of the contract are included in:

- Part 1
- Agreements and contract data, (which includes this agreement) Part 2
- Pricing data
- Part 3
- Scope of work Part 4
- Briefing Session

13. and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.
14. The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
15. Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.
16. Signature(s)
- Name(s)
- Capacity
17. For the Employer: **éDumbe Local Municipality**
18. Signature(s).....
19. Name(s).....
20. Capacity
21. Witness Date

6. RETURNABLE AND SCHEDULE DOCUMENTS

Notes

- (i) Bidders are required to submit all returnable documents listed in this bid on item 2.6 and to take note of each remark made to weigh compliance with the critical requirements of this bid.
- (ii) All returnable schedule documents must be fully completed and signed.
- (iii) Bidders are required to sign each page of returnable documents on the space provided as acknowledgment of requested documentation.
- (iv) All pages with allocated signatory space on the bottom must be signed.
- (v) Proof of purchase of tender documents is required from bidders who purchased the tender document directly from municipality **only**.

A. PROOF OF PURCHASE OF TENDER DOCUMENT

(Applicable to purchased tender documents only)

ATTACH RECIEPT TO THIS PAGE

B. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. To meet this requirement, bidders are required to complete in full, the attached form TCC 001. 'Application for Tax Clearance Certificate' and submit it to any SARS branch office nationally. The Tax Pin Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin Certificate must be submitted together with bid.
4. In bids where Consortia/Joint Ventures/Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.gov.za

C. COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of all directors. NB: “Certified copy” means true and accurate representation of original by an authorized person (Not a copy of a certified copy). Originally certified copy must not be older than six months. Copy of a certified copy will not be considered.

ATTACH PROOF TO THIS PAGE

D. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

NOTE: *attach full summary of CSD report*

ATTACH PROOF TO THIS PAGE

E. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the eDumbe Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located and that of all its directors not older than 3 months.

This serves to confirm that my **company's municipal rates and taxes are paid up to date and the following are attached:**

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction its business is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants' payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor.

Attach proof to this page in terms of the above

SIGNED ON BEHALF OF TENDERER:

F. WORKMEN'S COMPENSATION

Attach valid proof of good standing with Compensation for Occupational Injuries and Diseases Act (COIDA)

SIGNED ON BEHALF OF TENDERER :

G. CIDB REGISTRATION CERIFICATE

Attach valid and in good standing CIDB registration certificate

SIGNED ON BEHALF OF TENDERER:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with people in the service of the state, including blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to people 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, shareholder)

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 constitution 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 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 people?
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, principal 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 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	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATIONS

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS ABOVE IS CORRECT,
AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position 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 of 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 contracts 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 **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 people 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. rejects 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. cancels 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 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. 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 may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**AGREEMENT IN TERMS OF SECTION 37(2) OF OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between EDUMBE LOCAL MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by:

in his capacity as:

And

Company Name:

(hereinafter called the **SERVICE PROVIDER**) of the other part, herein represented by:

.....

in his capacity as: duly authorized to sign on behalf
of the Service Provider.

WHEREAS the service provider is the Mandatary of the EMPLOYER in consequence of an agreement between the SERVICE PROVIDER and the EMPLOYER in respect of

CONTRACT No:.....(CONTRACT TITLE)

.....for
executing the services as per scope of works in this contract;

AND WHEREAS the EMPLOYER and the Service Provider have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

NOW THEREFORE the parties agree as follows:

1. The Service Provider undertakes to acquaint the appropriate officials and employees of the Service provider with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The SERVICE PROVIDER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that the EMPLOYER should have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SERVICE PROVIDER, his officials and employees. The SERVICE PROVIDER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The SERVICE PROVIDER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the SERVICE PROVIDER expressly absolves the EMPLOYER and the Employer's agent from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract, and I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.
4. The Service Provider agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Service Provider has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Service Provider, or to take such steps it may deem necessary to remedy the default of the Service Provider at the cost of the Service Provider.
5. The Service Provider shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATARY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
------	-----------	------

Signed at on this day of 20.....

SIGNED BY/ON BEHALF OF EDUMBE MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer.

No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		

Compulsory Note:

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorized to sign on behalf of the Tenderer)

CERTIFICATE OF AUTHORITY SIGN DOCUMENTS

The Municipal Manager
éDumbe LM
Private Bag X308
PAULPIETERSBURG
3180

AFFIDAVIT

I _____ the undersigned hereby declare that by
resolution dated _____ I am authorized to sign these
documents on behalf of _____

SIGNED AT..... THIS..... DAY OF..... 20.....

WITNESS

TENDERER

AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

NB: An amendment must leave the original document substantially intact.

SIGNED ON BEHALF OF TENDERER: **U**
A
T
I
O **N CRITERIA**

4 **EVALUATION CRITERIA**

All bidders will be evaluated according to the following:

All bids deemed responsive for administration compliance will be evaluated in terms of the éDumbe Local Municipality Supply Chain Management Policy two stages.

First stage evaluation is on the functionality criteria and the second stage being the price scoring system.

Only bidders who score the required minimum threshold on functionality criteria and qualify for the panel will be evaluated for stage two evaluations.

4.1 **Phase 1: Administrative Compliance**

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

4.2 **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 into the panel. All bidders who don't score a minimum of sixty (70%) on functionality will be considered

as being non-responsive and they will be disqualified from being considered as valid bidders.

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

EVALUATION CRITERIA APPLICABLE TO CONTRACTORS WITH 1-3CE OR HIGHER

EVALUATION SYSTEM DIAGRAM				
Item No	Evaluation Criteria Items 80/20 Principle	Weight		
A	<u>PHASE 1:</u> Administrative Compliance:	Requirements		
	Compulsory Returnable Documents	1.1 Completed MBD Forms 1.2 Valid Tax Clearance Certificate 1.3 Full Company Registration documents obtained from CIPRO/CIPC 1.4 Proof of Registration with CIDB 1.5 Proof of Registration on Central Supplier Database 1.6 Municipal Rates 1.7 Valid Letter of Good Standing (COIDA) NB: Failure to comply with the administrative required documents will render your bid nonresponsive and will lead to disqualification		
B	<u>PHASE 2:</u> Functionality	Requirements	Points	Points
	1. Technical Capacity: Demonstrate experience of tenderers relating to construction, repairs and rehabilitation 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		
		Five (5) similar projects in civil Engineering graded works CE (8 points per appointment letter and completion certificate)	40	40
		Three (3) similar projects in Civil Engineering graded works (CE) (8 points per appointment letter and completion certificate)	24	
	2. Contract Manager: 2.1. Number of years in construction industry 2.2. Technical Qualification	Contract Manager Qualifications and Experience		

	(National Diploma in Civil Engineering/Construction Management)	Contract Manager has a National Diploma or higher in Civil Engineering/Construction Management . Five (5) years relevant experience Contract Manager has a National Diploma or higher in Civil Engineering/Construction Management. Three (3) years relevant experience Contract Manager has a National Diploma or higher in Civil Engineering/Construction Management. One (1) year relevant experience	15 09 03	15
	3. Site Agent: 3.1. Number of years in Construction Industry 3.2 Technical Qualification (National Diploma in Civil Engineering/ Construction Management)	Site Agent Qualifications and Experience Site Agent has a National Diploma or higher in Civil Engineering/ Construction Management. Five (5) years relevant experience Site Agent has a National Diploma or higher in Civil Engineering Construction Management /. Three (3) years relevant experience Site Agent has a National Diploma or higher in Civil Engineering/ Construction Management. One (1) year relevant experience	10 06 02	10

	4. Foreman: Experience in construction projects	Foreman Experience Five (5) years relevant experience Three (3) years relevant experience One (1) year relevant experience	 10 06 02	 10
	5. Quality Control Plan The Quality Control Plan must detail the following to get full points: 1. Tenderer's proposed methodology for the works, 2. Health and safety management plan , and 3. Quality control measures (testing, inspections, technical query management and project reporting). 4. Contractor is certified as with the Quality Management System to ISO9001:2008 or 2015 standard and has attached a certified copy of the certification. (5 pages maximum)	Good: Quality Control Plan lists and discusses the headings above and the contractor has a certified Quality Management System to ISO9001:2008 or 2015 standards. Acceptable: Quality Control Plan lists and discussions three of the headings above. Fair: Quality Control Plan lists and discusses less than three of the headings above.	 10 05 03	 10
	6. Plant & Equipment: Bidders must attach proof of ownership of plant for points to be allocated. Hired plant points will only be allocated when a signed letter of intent and proof of plant is attached Excavator, Tipper Truck, Grader, Roller and Water Tanker are required	Bidder owns all equipment/plant (Logbooks to be attached) Bidder owns some of plant and will hire some of the plant (Letter of Intent to be attached for leased plant) Bidder will hire all plant (Letter of Intent to be attached)	 15 10 05	 15
	Total Functionality		100	

A Tender must score a minimum of **70 points** in Functionality will be considered for further evaluation. A total 30 highest scoring responsive bidders will be considered for this panel (30 service providers for CE Panel)

EVALUATION CRITERIA APPLICABLE TO CONTRACTORS WITH 4CE OR HIGHER

EVALUATION SYSTEM DIAGRAM				
Item No	Evaluation Criteria Items 80/20 Principle	Weight		
A	PHASE 1: Administrative Compliance:	Requirements		
	Compulsory Returnable Documents	1.1 Completed MBD Forms 1.2 Valid Tax Clearance Certificate 1.3 Full Company Registration documents obtained from CIPRO/CIPC 1.4 Proof of Registration with CIDB 1.5 Proof of Registration on Central Supplier Database 1.6 Municipal Rates 1.7 Valid Letter of Good Standing (COIDA) NB: Failure to comply with the administrative required documents will render your bid nonresponsive and will lead to disqualification		
B	PHASE 2: Functionality	Requirements	Points	Points
	1. Technical Capacity: Demonstrate experience of tenderers relating to construction, repairs and rehabilitation 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 over four (4) million		
		Five (5) similar projects in civil Engineering graded works CE (8 points per appointment letter and completion certificate)	40	40
		Three (3) similar projects in Civil Engineering graded works (CE) (8 points per appointment letter and completion certificate)	24	
	2. Contract Manager: 2.1. Number of years in construction industry 2.2. Technical Qualification	Contract Manager Qualifications and Experience		

	(National Diploma in Civil Engineering/Construction Management)	Contract Manager has a National Diploma or higher in Civil Engineering/Construction Management . Five (5) years relevant experience Contract Manager has a National Diploma or higher in Civil Engineering/Construction Management. Three (3) years relevant experience Contract Manager has a National Diploma or higher in Civil Engineering/Construction Management. One (1) year relevant experience	15 09 03	15
	3. Site Agent: 3.1. Number of years in Construction Industry 3.2 Technical Qualification (National Diploma in Civil Engineering/ Construction Management)	Site Agent Qualifications and Experience Site Agent has a National Diploma or higher in Civil Engineering/ Construction Management. Five (5) years relevant experience Site Agent has a National Diploma or higher in Civil Engineering Construction Management /. Three (3) years relevant experience Site Agent has a National Diploma or higher in Civil Engineering/ Construction Management. One (1) year relevant experience	10 06 02	10

	4. Foreman: Experience in construction projects	Foreman Experience Five (5) years relevant experience Three (3) years relevant experience One (1) year relevant experience	 10 06 02	 10
	5. Quality Control Plan The Quality Control Plan must detail the following to get full points: 5. Tenderer's proposed <u>methodology</u> for the works, 6. <u>Health and safety management plan</u> , and 7. Quality control measures (testing, inspections, technical query management and project reporting). 8. Contractor is certified as with the Quality Management System to ISO9001:2008 or 2015 standard and has attached a certified copy of the certification. (5 pages maximum)	Good: Quality Control Plan lists and discusses the headings above and the contractor has a certified Quality Management System to ISO9001:2008 or 2015 standards. Acceptable: Quality Control Plan lists and discussions three of the headings above. Fair: Quality Control Plan lists and discusses less than three of the headings above.	 10 05 03	 10
	6. Plant & Equipment: Bidders must attach proof of ownership of plant for points to be allocated. Hired plant points will only be allocated when a signed letter of intent and proof of plant is attached Excavator, Tipper Truck, Grader, Roller and Water Tanker are required	Bidder owns all equipment/plant (Logbooks to be attached) Bidder owns some of plant and will hire some of the plant (Letter of Intent to be attached for leased plant) Bidder will hire all plant (Letter of Intent to be attached)	 15 10 05	 15
	Total Functionality		100	

A Tender must score a minimum of **70 points** in Functionality will be considered for the panel.
A total 10 highest scoring responsive bidders will be considered for this panel (10 service providers for CE Panel)

REPORT FORM

Bidders to submit appointment letters together with references and performance report by independent referee: Tender No:EDUMPRO06/2026/2027

This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be submitted together with projects appointment letters on company letterhead of previous employer.

Name of Bidder	
Completed Project /Contract Name	
Project/Contract No	
Commencement Date	
Contract Duration	
Contract Completion Date	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent	Performance Rating					
	1	2	3	4	5	N/A
Quality of office administration (paper work)						
Quality of site management						
Competence nominated Key personnel						
Co-operation during contract						
Quality of workmanship						
Time management (Following approved programme of work)						
Rectification of condemned work						
Stakeholder Engagement						
Occupational Health and Safety Management						
Overall Performance (1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent)						
Any other remarks considered necessary to assist in evaluation of the contract						
Name of person completing this assessment form						
Representing Firm						
Telephone Number						
Email Address						
Date of Assessment						

I hereby declare that information completed above is true and correct and I understanding that I will be held responsible for any misrepresentation.

Client Signature:.....

Note: the evaluation schedule/project will not be considered if the details provided are not traceable.
Bidders to make extra copies, or request additional copies via email provided.

--

*Official Company Stamp of
company giving reference:*

SIGNED OF TENDERER:

8.2 BIDDER'S PREVIOUS EXPERIENCE

Attach appointment letters and positive (good) rated bidder's previous experience references and performance report from previous clients. The form is included in this tender document.

8.3 CONTRACT MANAGER

Attached and CV's for all key personnel as per requirement of this tender.

8.4 SITE AGENT

Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, professional registration certificates and identity document.

8.5 FOREMAN

Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, professional registration certificates and identity document

8.6 CASHFLOW AVAILABILITY/ AVAILABILITY OF BANK SUPPORT/ CREDIT FACILITY

Proof of available credit facility from the registered financial institution for the company of linked to registered director of the company.

8.7 QUALITY CONTROL PLAN

Attached detailed methodology with meaningful information and sensible accepted construction methods and practices.

8.8 LOCALITY

Proof of Business address (conforming to municipal rates certificate).

SIGNED ON BEHALF OF TENDERER:

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
buthelazibw@edumbe.gov.za and nkambulep@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 **PHOTOCOPIES** 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 Pin 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:

Box /Bag		
Box/Bag no.		
Town		
	Postal Code:	

(b) Business Physical address

1.12.

Street No.		
C		
Street Name		
n		
Local Municipality		
a		
c		
Town		
t		
p	Postal Code:	
e		

son (**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)	
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		

SECTION 3: EVALUATION SECTION

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:

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

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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

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: _____

