



éDumbe Local Municipality

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	EDUMPRO03/2024/25	CLOSING DATE:	04 JUNE 2024	CLOSING TIME:	12H00
DESCRIPTION	RENTAL OF DUMBE DAM PARK				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :

RECEPTION AREA					
EDUMBE MUNICIPALITY					
10 HOOG STREET					
PAULPIETERSBURG					
3180					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN		<input type="checkbox"/> Yes

[TICK APPLICABLE BOX]	<input type="checkbox"/> No	AFFIDAVIT	<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	PLANNING
CONTACT PERSON	BONISANI	CONTACT PERSON	CT BUTHELEZI
TELEPHONE NUMBER	034 995 1650	TELEPHONE NUMBER	034 995 1650
FACSIMILE NUMBER	034 995 1192	FACSIMILE NUMBER	034 995 1192
E-MAIL ADDRESS	buthelzibw@edumbe.gov.za	E-MAIL-ADDRESS	buthelzic@edumbe.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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:

CHECKLIST

Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	YES		NO	
MBD 1 Is the form duly completed and signed?	YES		NO	
SARS Tax Pin Is VALID Tax Pin attached?	YES		NO	
MBD 4 (Declaration of Interest) Is the form duly completed and signed?	YES		NO	
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Are all CERTIFIED copy of the returnable documents to claim Specific Goals attached?	YES		NO	
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	YES		NO	
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	YES		NO	
(Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	YES		NO	
Central Supplier Database?	YES		NO	
Specifications Is the form duly completed and signed?	YES		NO	
Pricing Schedule Is the form duly completed and signed?	YES		NO	
DATA BASE REGISTRATION Is the form duly completed and signed?	YES		NO	
SIGNATURE		NAME		
CAPACITY		DATE		
NAME OF FIRM				

INVITATION TO BID
BID No: EDUMPRO03/2024/25

RENTAL OF DUMBE DAM PARK

The eDumbe Local Municipality is leasing out eDumbe Dam Park on operating lease agreement for a period of 36 months on.

Terms of reference for the compilation of technical and financial proposal can be downloaded free of charge from the municipal website at **Error! Hyperlink reference not valid.** and National Treasury e-Tender Portal at www.etenders.gov.za . Terms of reference will be available for download on the 15th of May 2024.

MANDATORY RETURNABLES: All mandatory documents required will be indicated/ contained in the terms of reference document.

Technical Enquiries: Mr. C T Buthelezi **Telephone No.:** 034 995 0045 or buthelezic@edumbe.gov.za

Admin Bid enquiries: Mr. B.W Buthelezi **Telephone No.:** 034 995 1650 or buthelezibw@edumbe.gov.za

EVALUATION CRITERIA: Two stage evaluations will be applicable and will be in the terms of Reference document

Proposals must be properly bound and must be placed in the tender box situated on the eDumbe Local Municipality, 10 Hoog Street, Paulpietersburg, before **12h00 on 04 June 2024.** Late, facsimiled or e-mailed proposals will under no circumstances be considered. All submitted copies must be certified not more than three months prior to closing of the tender. Edumbe Municipality reserves the right not to make an award.

Mr. JFK KHUMALO
Municipal Manager

1. EVALUATION

1.1 All responsive tenders will be evaluated on functionality and qualifying tenders be further evaluated on 80/20 Preferential Procurement Points Formula.

1.2 With regard to functionality the following criteria will be applicable

1.3 It is bidder's responsibility to ensure they provide all returnable documents to avoid losing points and being disqualified

Functionality Criteria for Advertising (First Stage Evaluation)	Rating Scale	% WEIGH
1. Business Proposal (A copy of the business proposal for which the property will used)	0-5	30%
2. Financial Stability (Copy of the AFS) Determine if his financial position in a good state to execute the contract)	0-5	30%
3. Experience (3 lease agreement in the past 5 years) 3 lease agreements = 5/5 2 lease agreements = 3/5 1 lease agreements = 1/5	0-5	20%
TOTAL MAX SCORE	100%	

To qualify for the second stage evaluation you need to score 60% on Functionality

PRICE AND PREFERENCE POINTS

Bids will be evaluated in terms of the Preferential Procurement Regulations, 2017, pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Council's approved evaluation criteria.

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

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

Specific Goals	Points per Goal	Returnable's'
<i>Local Economic</i>	<u>10 Points</u>	Statement of

<i>Development</i>	<ul style="list-style-type: none"> • <i>Bidder from eDumbe jurisdiction =10 points</i> • <i>Outside eDumbe & Within ZDM = 5 Points</i> • <i>Outside ZDM =1 Point</i> 	Municipal Services Account
<i>Women empowerment through business ownership</i>	<p>5 Points</p> <ul style="list-style-type: none"> • <i>91 %-100% Women ownership = 5 points</i> • <i>75 %-90% Women ownership = 3 points</i> • <i>51 %-74% Women ownership = 2 points</i> • <i>40 %-50% Women ownership = 1 points</i> • <i><40% Women ownership = 0 points</i> 	ID Copy, Company Reg. Certificate and CSD Report
<i>Youth Empowerment through business ownership</i>	<p>5 Points</p> <ul style="list-style-type: none"> • <i>75 %-100% Youth ownership = 5 points</i> • <i>51 %-74% Youth ownership = 2 points</i> • <i>40 %-50% Youth ownership = 1 points</i> • <i><40% Youth ownership = 0 points</i> 	ID Copy, Company Reg. Certificate and CSD Report

- ensure you are registered on the central supplier data base (CSD) as well as the municipality database and CSD registration to be submitted to the municipality for verification.

SPECIAL CONDITIONS OF CONTRACT

Contract Duration

1. The commencement date means the contracted date when activities will begin. The party to the contract expected to perform work must begin to perform,
2. Termination date is the date the contract or agreement is no longer valid
3. The National Treasury Practice Note No. 4 of 2008/2009 recognizes that, in exceptional cases, an Accounting Officer may deem it necessary to expand or vary orders against the original contract. The absence of a prescribed threshold for the expansion or variation of orders against the original contract has, however, led to gross abuse of the current SCM system.

In order to mitigate against such practices, Accounting Officers are directed that, contracts may be expanded or varied by not more than 20% or R20 million (including all applicable taxes) for construction related goods, works and/or services and 15% or R15 million (including all applicable taxes) for all other goods and/or services of the original value of the contract, whichever is the lower amount. The relevant treasuries may, however, decrease these thresholds for institutions reporting to them.

In accordance with this provision, an Accounting Officer may extend this contract, on a month-to-month basis, but not exceeding six (6) months, and the value of such extension may not exceed the thresholds set in the above clause. This procedure must only be implemented where there are valid reasons why a competitive bidding process could not be initiated and finalised prior to the termination date of this contract.

4. The same provisions described above will also apply to any contract renewal.

Contract Price

1. In order to manage expenditure against the budget and procurement plan, and to avoid the incurrance of unauthorised and irregular expenditure, it is essential that the contract price is calculated accurately.
2. The contract price is the total all inclusive price offered by the bidder for the goods/ works and/ or services to be delivered under this contract. This price is the price used in the calculation of price points when applying the formula prescribed by PPPFA. It should be the amount extracted from the Comparative Pricing Schedule. However, where there are unforeseen delays in the bid evaluation and adjudication processes, the price offered by the bidder may change due to the lapse of time. This may result in the bidder altering its original price. In this instance, the subsequent price offered when approving the extension of the validity period for the bid, will be used in the calculation of price points and this will be the contract price.
3. Where there is an amendment, variation, extension or renewal of this contract, the financial implication must be calculated and inserted on the Price Schedule or contract file, provided that the budget is made available and the Procurement Plan is updated accordingly. The National Treasury Practice Note No. 4 of 2008/2009 thresholds must be complied with.
4. An official order must be issued by the Purchaser for the contract price.

Contract Amendments / Variations

When amending or varying a contract the drafter must ensure that the amending agreement complies with the following:

1. The names of the parties must be the same as in the original agreement.
2. The agreement that is being amended must be specified by mentioning:
 - 2.1 The date of signature; and
 - 2.2 The contract / project number under which the goods, works or services were ordered.
3. The names of the persons signing the amending agreement and their capacities must be reflected in print in the amending agreement.
4. The Purchaser's Accounting Officer or his/her delegated authority must sign the amending agreement and the person signing on behalf of the Vendor must (if he or she did not sign the original agreement) produce a resolution authorizing him or her to sign the amending agreement.
5. The drafter must:
 - 5.1 Specify the clause that is being amended;
 - 5.2 Indicate what the clause states in the original agreement;
 - 5.3 State the variation that is being effected;
 - 5.4 State the date from which the variation takes effect; and
 - 5.5 Where an annexure is being amended, attach the same to the amending agreement.
6. In the event of a conflict between the amending agreement and the original agreement, the amending agreement will prevail.
7. The amending agreement will form part of the original agreement.

Insurance

1. A Certificate of Insurance, if required, must be furnished as an original document by the Vendor and attached thereto
2. The official responsible for managing this contract must verify, on a monthly basis, the existence and validity of such insurance until the contract is terminated. Each Certificate of Insurance requested must be furnished

Penalties

1. In the event of the Penalty Clause being invoked, the value calculated must be included on the Price Schedule.
2. In the event that the Penalty Clause is being invoked, the value calculated must also be included on the Price Schedule.

Suspension

1. The parties must agree on the maximum number of days for the temporary suspension of the contract as and when necessary
2. When the Suspension Clause is being invoked, the value calculated must be included on the Price Schedule.

Termination

1. In the event that the contract is terminated, the parties must agree on the obligations.

Scope of Work

1. Prohibited Uses

Notwithstanding the forgoing, Purchaser shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

2. Sublease and Assignment

Purchaser shall have the right without Vendor's consent, to assign this Lease to a business with which Purchaser may merge or consolidate, to any subsidiary of Purchaser, to any corporation under common control with Purchaser, or to a purchaser of substantially all of Purchaser's assets.

Except as set forth above, Purchaser shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Vendor's consent, such consent not to be unreasonably withheld or delayed.

3. Damage and Destruction

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Purchaser or by any of Purchaser's agents, employees or invitees, that the same cannot be used for Purchaser's purposes, then Purchaser shall have the right within ninety (90) days following damage to elect by notice to Vendor to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Purchaser's purposes, Vendor shall promptly repair such damage at the cost of the Vendor. In making the repairs called for in this paragraph, Vendor shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labour or other matters which are beyond the reasonable control of Vendor. Purchaser shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Purchaser's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Purchaser. The provisions of this clause extend not only to the matters aforesaid, but also to any occurrence which is beyond Purchaser's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Purchaser's purposes.

4. Condemnation

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Vendor and Purchaser shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

5. The Premises of Dumbe Dam Park

- 5.1 The property is part of Erf 1000
- 5.2 The property is located in about 1km outside (South-west) of Paulpietersburg Town.
- 6.3 The property has been mainly used for 0horse-riding annual event, Wedding gardens and other related activities.
- 6.4 The property is fenced
- 6.5 It has 30 parking bays and open space
- 6.6 It is located on R33 Road
- 6.7 Hass Toilets and water
- 6.8 The property is insured and has 24-hour protection and security servies

**NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)
TABLE OF CLAUSES**

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "**Closing time**" means the date and hour specified in the tender documents for the receipt of Tenders.

1.2 "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "**Day**" means calendar day.

1.8 "**Delivery**" means delivery in compliance of the conditions of the contract or order.

1.9 "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.

1.10 "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "**GCC**" means the General Conditions of Contract.

1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 **“Imported content”** means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.

1.17 **“Local content”** means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.

1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **“Project site,”** where applicable, means the place indicated in tender documents.

1.21 **“Purchaser”** means the organization purchasing the goods.

1.22 **“Republic”** means the Republic of South Africa.

1.23 **“SCC”** means the Special Conditions of Contract.

1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 **“Tort”** means in breach of contract.

1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the tender documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any

goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a Tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restricted practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the

matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

DECLARATION OF INTEREST

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

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

3.2 Identity Number:
.....

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

3.4 Company Registration Number:
.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:
.....

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

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

3.8.1 If yes, furnish particulars.
.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

Specific Goals	Points per Goal	Returnable's'
<i>Local Economic Development</i>	10 Points <ul style="list-style-type: none"> • Bidder from eDumbe jurisdiction =10 points • Outside eDumbe & Within ZDM = 5 Points • Outside ZDM =1 Point 	Statement of Municipal Services Account
<i>Women empowerment through business ownership</i>	5 Points <ul style="list-style-type: none"> • 91 %-100% Women ownership = 5 points • 75 %-90% Women ownership = 3 points • 51 %-74% Women ownership = 2 points • 40 %-50% Women ownership = 1 points • <40% Women ownership = 0 points 	ID Copy, Company Reg. Certificate and CSD Report
<i>Youth Empowerment through business ownership</i>	5 Points <ul style="list-style-type: none"> • 75 %-100% Youth ownership = 5 points • 51 %-74% Youth ownership = 2 points • 40 %-50% Youth ownership = 1 points • <40% Youth ownership = 0 points 	ID Copy, Company Reg. Certificate and CSD Report

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

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

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

IMPORTANT NOTES:

Please read carefully

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

GUIDELINES:

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

5. Suppliers providing incorrect information or fraudulent in their eDumbe Local Municipality forms will be **disqualified** from bidding and **removed** from the Suppliers Database, in addition to any other action the Province may institute against such a supplier. Furthermore, in the event of the Province being prejudiced financially, it reserves the right to **take legal action** against the supplier.

6. For definitions of terminology used in this document, please refer to the definitions set out in Treasury Regulation 16 A and eDumbe Local Municipality's Supply Chain management Framework.

7. Any **alterations** made by the supplier to its own information inserted on this document, must be **initialled** by the supplier. The use of correcting fluid is prohibited and the use thereof will lead to non-registration of the applicant.

8. Reminding letters will be issued by the eDumbe Local Municipality to suppliers to update their information. It remains the responsibility of the supplier to ensure that their information is updated in the Suppliers Database, therefore if a reminder letter is not received, the supplier must follow up with the eDumbe Local Municipality.

SUBMISSION OF DOCUMENTATION

The following documents must accompany your application: Please indicate

Documents	Expiry date	YES	NO
Certified copies of Identity Documents (ID) of shareholders			
Valid SARS Tax Pin (original documents only)			
Company Registration Documents (e.g. CK)			
Original or Certified Proof of Residence (Municipal Account)			
Training Institution (SETA Accreditation Certificate)			
Original Valid Broad-Base Black Economic Empowerment (BBBEE) Certificate			
Copy of bank statement (not older than 3 months) or cancelled cheque for proof of Bank Details			
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)	<input type="checkbox"/>	CC	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>	Section 21	<input type="checkbox"/>	Public Company	<input type="checkbox"/>	Other (Specify	<input type="checkbox"/>
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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):

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1.10. Compensation commissioner registration number:

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1.11. (a) Business Postal address:

Postal Code:	

(b) Business Physical address

Postal Code:	

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

--	--

1.13. Contact Details:

EMAIL:	
TELEPHONE NUMBER:	
CELL NUMBER:	
FAX NUMBER	

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

Name of the Municipality	
Account Number	
Contact for Municipality	

1.15. Previous business information (if applicable)

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

1.16. Banking details:

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

1.17. Declaration of Interest

No bid will be accepted from persons in the service of the state*.

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

If so, furnish particulars

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

If so, furnish particulars.

ELECTRONIC FUNDS TRANSFER

Name of company/ partnership/individual: _____

Trading as: _____

Reg. No.: _____ Tel: _____

Fax: _____

Address: _____

_____ Postal code: _____

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

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

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

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

Name Capacity Telephone/Cell

Signature

Date

BANK ACCOUNT TO WHICH PAYMENTS ARE TO BE MADE

Name in which account is held: _____

Name of bank: _____

Branch: _____

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

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

ACCOUNT TYPE: _____

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

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

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

Signed on behalf of Bank

Bank Stamp:

Name

Capacity

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

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

SECTION 2: SERVICE TYPE AND CATEGORIES

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

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:

--

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

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: _____

