



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	EDUMPRO04/2026/27	CLOSING DATE:	28 JULY 2026	CLOSING TIME:	12H00
DESCRIPTION	PANEL OF ELECTRICAL CONTRACTORS FOR A PERIOD OF 3 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
EDUMBE MUNICIPALITY					
10 HOOG STREET					
PAULPIETERSBURG					
3180					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☒ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☒ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE (SCM)		CONTACT PERSON	KHOZA SE	
CONTACT PERSON	ZP Nkambule		TELEPHONE NUMBER	034 995 1650	
TELEPHONE NUMBER	034 995 1650		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	khozase@edumbe.gov.za	
E-MAIL ADDRESS	nkambulep@edumbe.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 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:

EDUMBE MUNICIPALITY



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

EDUMPRO04/2026/27 – PANEL OF ELECTRICAL CONTRACTORS FOR A PERIOD OF 3 YEARS
EDUMPRO05/2026/27 – PANEL OF TURNKEY ELECTRICAL CONSULTANTS FOR A PERIOD OF 3 YEARS

SUPPORTING DOCUMENTS AND CONDITIONS

ÉDumbe Municipality's SCM policy will apply. Bidders are required to submit mandatory documents as listed on the tender document where bidders will be required to provide them to proceed to next stage.

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

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

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

Detailed Specification is contained in the tender document.

BID DOCUMENTS will be available as from 12h00 on Friday 03 July 2026 and will also made available on www.edumbe.gov.za and www.etenders.gov.za.

SUBMISSIONS

Duly completed bid documents sealed in an envelopes, endorsed with tender number and Project Name are to be deposited in the Tender Box at the Municipal Offices, 10 Hoog Street, Paulpietersburg, 3180 **no later than 12:00 on Tuesday, 28 July 2026** where bids will be opened in public. Bids are to be submitted on the bid documentation provided by the Municipality.

For further information please contact the following:

SCM Related Enquiries

Ms. P Nkambule

nkambulep@edumbe.gov.za

Technical enquiries (Electrical unit)

Mr. NS Khoza

khozase@edumbe.gov.za

Closing date: Tuesday, 28 July 2026

Prince HD Zulu
Municipal Manager
EDumbe Local Municipality



TERMS OF REFERENCE/ SCOPE OF WORKS FOR THE PANEL OF ELECTRICAL CONTRACTORS FOR A PERIOD OF 3 YEARS

BACKGROUND

For electricity maintenance in ÉDumbe town the scope will caters for the Maintenance and supply of electrical infrastructure, disconnection, reconnections, testing, commissioning. Be on standby for repairs of the medium voltage (11kV) distribution transformers, LV (11KV/230V) overhead conductors and overhead domestic service connections for **ÉDumbe area**, within the ÉDumbe Local Municipal licenced area.

1.1.1 The MV scope of work consists of :

- A. MV overhead lines (11KV)
- B. 16kVA, 11kv Transformers
- C. 32kVA, 11kV Transformers
- D. 64kVA, 11kV Transformers
- E. 315 kVa transformers
- F. 500kVa transformers
- G. 100kVA transformers
- H. 200kVa transformers

This includes installations and maintenance of these transformers, even on emergency basis

1.1.2 The LV infrastructure consists of:

- LV 1 Phase
- LV 2 Phase
- LV 3 phase

Installing of prepaid and post-paid meters and commissioning

The respective MV lines, transformer, auxiliary equipment and house services connections are to be constructed, commissioned, tested, energised and handed over to ÉDumbe Municipality. The quality of the work is to be audited by the Engineer before being handed over to the Municipality.

For electrification projects across all wards the scope will cater for the supply, delivery, installation, testing, commissioning and twelve-month guarantee (with free maintenance during the guarantee period) of the medium voltage (11kV) distribution transformer, LV (11KV/230V) overhead conductor and overhead domestic service connections for EDumbe Municipality area. Full scope of work to be provided when the project is available.

The house service connections are to be connected with approximately 4mm² airdec cable and the smart meters are to be sealed by the Contractor including making good walls where ready-board has been installed. (To include one coat of paint if necessary).

The respective MV lines, transformer, auxiliary equipment and house services connections are to be constructed, commissioned, tested, energised and handed over to Eskom. The quality of the work is to be audited by contractor before being inspected by the Project Manager or his representatives.

Consultants are required to submit the following documentation in order to be considered for appointment: -

Mandatory Requirements

- Valid tax pin certificate (original) valid as at date of tender closing
- CSD proof of registration
- Fully completed MBD 1, 4, 8 & 9
- CIDB Grade 1EP/1EB or Higher
- Municipal rates statement not older than 3 months at closing date for the business and all directors. Lease agreements where applicable or proof of address where businesses/directors reside in rural areas
- Proof of signing authority
- Workman's Compensation registration certificate (COIDA)
- Registration with Eskom is **recommended**
- Proof of Professional Indemnity Insurance
- Company / CC / Trust / Partnership / Registration Certificates and Certified copies of identity Document of Directors / Owners / Members / Shareholders



EVALUATION CRITERIA

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

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

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

FUNCTIONALITY:

RURAL/ URBAN ELECTRIFICATION PROJECTS				
Compulsory Notes: - All key personnel presented here cannot be substituted at the commencement of work or during the contract without municipality's approval. - Validity for certification is three months for all copies to be certified				
Quality aspect	Basis for points allocation	Score	Max. Points	Verification method
Experience of Tenderer (Reference name and contact details required)	3 completed projects of similar scope of works. The project must be of a minimum value of R 500 000.00 .	25	25	Letters of appointment and completion for all projects must be attached and are required to claim points. Failure to submit will result in no score being given.
	2 completed projects of similar scope of works. The project must be of a minimum value of R 500 000.00 .	10		
	1 completed project of similar scope of works. The project must be of a minimum value of R 500 000.00 .	0		
Project team expertise	1. Site Agent • Trade tested installation electrician/linesman and at least 5years post trade test experience of similar scope of works.	20	20	Certified qualification certificates and ID copies of ALL key personnel must be attached and are required to claim points.
	• Trade tested electrician/linesman and at least 3 years post trade test experience of similar scope of works.	15		

	Trade tested electrician/linesman and less than 3 years post trade tested experience of similar scope of works.	10		Signed CVs of ALL proposed key personnel are also required to claim points. Failure to submit will result in no score being given.
	2. Foreman 10 years or more years' experience in similar projects	10	10	
	5 to 9 years' experience in similar projects	05		
	Less than 5 years' experience in similar projects	1		
Quality Control Method	The Quality Control Method must detail the tenderer's proposed construction site management, safety plan and quality control measures to be employed to ensure completed product is as per design guidelines. It must clearly outline the tenderer's understanding of safety related to similar scope of works (10 <i>pages maximum</i>)			Quality Plan submission. Failure to submit will result in no score being given.
	Good: Quality Control Method meets all the requirements.	10	10	
	Acceptable: Quality Control Method submitted and covers all topics, but shows limited understanding of similar scope of works and not tailor made.	5		
	No submission: Quality Control Method not submitted or poor and insufficient control.	0		
ELECTRICAL SUPPLY / REPAIRS				
Experience of the bidder	Five (5+) or more completed MV / LV related repairs or supplying and commission of electrical equipment in the past 5 years. 2 Projects completed	25	25	Attach appointment letters or/ official purchase orders and positive referral letters
	Three (3+) or more completed MV / LV related repairs or supplying and commission of electrical equipment in the past 5 years.	15		Attach appointment letters or/ official purchase orders and

				positive referral letters
	One (1+) completed MV / LV related repairs or supplying and commission of electrical equipment in the past 5 years.	10		Attach appointment letter or/ official purchase orders and positive referral letter
Qualified electrician artisan	Qualified electrician artisan. Must have trade test in electrical with minimum 3 years' experience	10	10	Attach CVs with a detailed experience and Certified Copies of Artisans Trade test certificates (certified copies must not be older than three months)
TOTAL POINTS			100	

Note: All proposals failing to score the minimum score of 70 points will be rejected.

If the tenderer does not provide record of previous projects undertaken will be regarded as not having experience to undertake the tendered projects.

1. PANEL SELECTION AND EVALUATION

- 1.1. All service providers who score 70 points and above for functionality will be listed in the Panel of approved service providers for electrical works and will be notified accordingly.
- 1.2. The Municipality will also verify that all the items delivered are in accordance to the specification.
- 1.3. Quotations will be requested from members of the panel as and when required, these quotations will then be evaluated for as per Preferential Procurement Policy Framework Act No 5 of 2000 and its Preferential Procurement Regulations, 2022 will be applicable where 80 points is for price, and 20 points are for the specific and RDP goals. The specific and RDP goals will be communicated through the RFQ process.

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



FORM OF OFFER

The Municipal Manager

P / Bag X 308
PAULPIETERSBURG
3180

Sir,

I/We _____ offer to **PROVIDE
GOODS/SERVICES FOR THE PANEL OF ELECTRICAL CONTRACTORS TO EDUMBE
MUNICIPALITY:** in accordance with the required specifications for an rated amounts of:

**BILL OF QUANTITIES (BoQ) FOR
PANEL OF ELECTRICAL CONTRACTORS FOR SUBSTATION, NETWORK CONTRACTION AND MAINTENANCE
FOR A PERIOD OF THREE YEAR ON AN AS AND WHEN REQUIRED BASIS**

A	SECTION A Supply, Delivery, Installation and Commissioning of Material	UNIT	QTY	Supply and Delivery - All Material to complete Task	Installation & Commissioning - All Labour and Transport to complete Task	Total
1	HT Cables - 11 kV					
1.1	50 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.2	70 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.3	95 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.4	120 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.5	150 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.6	185 mm ² x 3 C XLPE PVC	m	1	R	R	R
1.7	240 mm ² x 3 C XLPE PVC	m	1	R	R	R
2	HT Joints 11 kV (Similar Raychem - Including Ferrule)					
2.1	50 - 95 mm ² XLPE	each	1	R	R	R
2.2	95 -185 mm ² XLPE	each	1	R	R	R
2.3	185 - 300 mm ² XLPE	each	1	R	R	R
3	HT Terminations 11 kV - Indoor (Similar to Raychem Including Lugs, Bolts & Nut etc)					
3.1	50 - 70 mm ² XLPE (2 000 mm)	each	1	R	R	R
3.2	95 -240 mm ² XLPE (2 000 mm)	each	1	R	R	R

11	LT Cables					
11.1	16 mm ² x 2 C SWA PVC	m	1	R	R	R
11.2	16 mm ² x 4 C SWA PVC	m	1	R	R	R
11.3	25 mm ² x 4 C SWA PVC	m	1	R	R	R
11.4	35 mm ² x 4 C SWA PVC	m	1	R	R	R
11.5	50 mm ² x 4 C SWA PVC	m	1	R	R	R
11.6	70 mm ² x 4 C SWA PVC	m	1	R	R	R
11.7	95 mm ² x 4 C SWA PVC	m	1	R	R	R
11.8	120 mm ² x 4 C SWA PVC	m	1	R	R	R
11.9	150 mm ² x 4 C SWA PVC	m	1	R	R	R
11.10	185 mm ² x 4 C SWA PVC	m	1	R	R	R
11.11	240 mm ² x 4 C SWA PVC	m	1	R	R	R
12	LT Joints (including ferrules etc)					
12.1	16 mm ² x 2 C SWA	each	1	R		R
12.2	16 - 25 mm ² x 4 C SWA	each	1	R	R	R
12.3	35 - 70 mm ² X 4 C SWA	each	1	R	R	R
12.4	95 -120 mm ² X 4 C SWA	each	1	R	R	R
12.5	150 - 240 mm ² X 4 C SWA	each	1	R	R	R
13	LT Terminations (including Gland. Shroud. Lugs. Bolts Nuts Etc)					
13.1	16 mm ² x 2 C SWA	each	1	R	R	R
13.2	16 - 25 mm ² X 4 C SWA	each	1	R	R	R
13.3	50 - 70 mm ² X 4 C SWA	each	1	R	R	R
13.4	95 -120 mm ² X 4 C SWA	each	1	R	R	R
13.5	150 - 240 mm ² X 4 C SWA	each	1	R	R	R
14	Mini Substations					
14.1	Mini Sub / Metering RMU ba to eDumbe LM Spec	each	1	R	R	R
14.2	Replace 315 Kva, 500 Kva o 800Kva mini -	each	1	R	R	R
	New installation or replacement Contractor to supply all material					
14.3	315 kVA Mini SUB according eDumbe LM Spec 11 kV	each	1	R	R	R
14.4	500 kVA Mini according to eDumbe LM Spec 11 kV	each	1	R	R	R
14.5	800 kVA Mini according to eDumbe LM Spec 11 kV	each	1	R	R	R

15	LV Distribution					
15.1	Kiosk / stubby 3CR12 < 12 W (1 500 h x 340 w x 300 d)	each	1	R	R	R
15.2	Kiosk / stubby 3CR12 > 12 W (1 500 h x 500 w x 300 d)	each	1	R	R	R
15.3	Kiosk / stubby Fibre EBX FSFG4DD (1 500 h x 495 w x 400 d)	each	1	R	R	R
15.4	Kiosk 3CR12 Metering (1 500 x 800 w x 300 d)	each	1	R	R	R
16	Connections - Meters according eDumbe LM product number					
16.1	Replace Pre Paid single ph meter – eDumbe	each	1	R	R	R
16.2	Replace Pre Paid three ph meter – eDumbe	each	1	R	R	R
16.3	Replace Single Phase meter eDumbe LM supply meter	each	1	R	R	R
16.4	Replace Three Phase Consumption meter – eDumbe LM	each	1	R	R	R
16.5	Replace Three Phase Demand meter – eDumbe LM supply meter	each	1	R	R	R
	New installation or replacement Contractor to supply all material					R
16.6	Single Phase meter	each	1	R	R	R
16.7	Single Phase Pre paid meter	each	1	R	R	R
16.8	Three Phase Consumption meter	each	1	R	R	R
16.9	Three Phase Demand meter	each	1	R	R	R
16.10	Three Phase Pre paid meter	each	1	R	R	R
16.11	Three Phase CT meter	each	1	R	R	R
16.12	Single Phase 60 - 80 Amp 10 kA Circuit Breaker	each	1	R	R	R
16.13	Three Phase 100 - 300 Amp 2 kA Circuit Breaker	each	1	R	R	R
16.14	Three Phase 300 - 500 Amp 2 kA Circuit Breaker	each	1	R	R	R
16.15	Three Phase 500 - 750 Amp 4 kA Circuit Breaker	each	1	R	R	R
16.16	Three Phase 750 - 1 000 Amp 40 kA Circuit Breaker	each	1	R	R	R
16.17	Meter Box C3R12 450 x 450 eDumbe LM Spec	each	1	R	R	R
16.18	Meter Box CR12 600 x 800 eDumbe LM Spec	each	1	R	R	R

17	Pole Mounted Transformers 11 kV					
17.1	Replace Single Phase Transformer – eDumbe LM t Supply transformer – Contractor To supply other material to	each	1	R	R	R
17.2	Replace Three Phase Transformer – eDumbe LM t Supply transformer – Contractor To supply other material to	each	1	R	R	R
	New installation or replacement Contractor to supply all material					
17.3	25 kVA Three Phase according eDumbe LM Spec	each	1	R	R	R
17.4	50 kVA 3 Phase according eDumbe LM Spec	each	1	R	R	R
17.5	100 kVA 3 Phase according eDumbe LM Spec	each	1	R	R	R
17.6	200 kVA 3 Phase according eDumbe LM Spec	each	1	R	R	R
17.7	315 kVA 3 Phase according eDumbe LM Spec	each	1	R	R	R
18	Overhead Lines - 22 kV Spec					
18.1	11 - 22 kV overhead intermitted pole complete	each	1	R	R	R
18.2	11 - 22 kV overhead tension pole complete	each	1	R	R	R
18.3	11 - 22 kV overhead anchor pole complete	each	1	R	R	R
18.4	11 - 22 kV overhead turn pole complete	each	1	R	R	R
18.5	11 kV overhead pole with transformer. cable and metering complete	each	1	R	R	R
18.6	33 kV overhead intermitted pole complete	each	1	R	R	R
18.7	33 kV overhead tension pole complete	each	1	R	R	R
18.8	33 kV overhead anchor pole complete	each	1	R	R	R
18.9	33 kV overhead turn pole complete	each	1	R	R	R
18.10	22 kV Surge arrestor complete	each	1	R	R	R
18.11	22 kV Pole insulator	each	1	R	R	R
18.12	22 kV Strain Insulator	each	1	R	R	R
18.13	22 kV line anchor complete	each	1	R	R	R
18.14	Surge Arrestor - 22 kV	each	1	R	R	R
18.15	Fuse Link Complete - 22 kV	each	1	R	R	R
18.16	Combi Unit - 22 kV	each	1	R	R	R
18.17	Conductor - Fox	m	1	R	R	R
18.18	Conductor - Squirrel	m	1	R	R	R
18.19	Conductor - Hare	m	1	R	R	R

20	Overhead Lines - LT					
20.1	Intermittent pole - Complete	each	1	R	R	R
20.2	Tension pole - Complete	each	1	R	R	R
20.3	Anchor pole - Complete	each	1	R	R	R
20.4	Surge arrestor	each	1	R	R	R
20.5	Pole insulator	each	1	R	R	R
20.6	Strain Insulator	each	1	R	R	R
20.7	Line anchor complete	each	1	R	R	R
20.8	Conductor - Bundle 70 mm ² x 3 C with bare neutral + Earth	m	1	R	R	R
20.9	Conductor - Bundle 95 mm ² x 3 C with bare neutral + Earth	m	1	R	R	R
20.10	Conductor - Bundle 16 mm ² x 2 C + Earth	m	1	R	R	R
21	Trenching					
21.1	800 - 1 000 mm Normal	m	1	R	R	R
21.2	1 200 - 1 500 mm Normal	m	1	R	R	R
21.3	800 - 1 000 mm use of jack hammer	m	1	R	R	R
21.4	1 200 - 1 500 mm use of jack hammer	m	1	R	R	R
21.5	800 - 1 000 mm Blasting - Drill Cover. Blast. Remove rubble. Import bedding	m	1	R	R	R
21.6	1 200 - 1 500mm Blasting - Drill. Cover. Blast. Remove rubble. Import bedding	m	1	R	R	R
21.7	Remove paving	m ²	1	R	R	R
21.8	Replace paving	m ²	1	R	R	R
21.9	Remove concrete	m ³	1	R	R	R
21.10	Replace Concrete	m ³	1	R	R	R
21.11	Road Crossing - 1 200 m c/w 4 x160 mm Sleeves. backfill. compaction and repair of road surface	m	1	R	R	R
21.12	Driveway Crossing - 1 200 m c/w 4 x160 mm Sleeves. backfill. compaction and repair of road surface	M	1	R	R	R
22	Vegetation Control (grass. trees. reeds ect)					
22.1	Servitude / Way leave - 7m wide (11 kV line)	M	1	R	R	R
22.3	Fell trees up to 200 mm diameter and apply herbicide	Each	1	R	R	R
22.4	Fell trees larger than 200 mm diameter and apply herbicide	Each	1	R	R	R

23	Testing					
23.1	HT Cable - VLF per cable	each	1	-	R	R
23.2	HT Cable - Pressure Test per cable	each	1	-	R	R
23.2	HT Cable - Fault location per cable	each	1	-	R	R
23.3	LT Cable - Fault Location per cable	each	1	-	R	R
23.4	Transformer Test - Exclude substations	each	1	-	R	R
23.5	HT Over Line (11 kV) - Fault location per line	each	1	-	R	R
23.6	HT Over Line (400 V Bare c Bundle) - Fault location per line	each	1	-	R	R
24	MV, LV and Street Lighting Poles					
24.1	2.5m wooden cross-arm	m	1	R	R	R
24.2	5m concrete & wood	m	1	R	R	R
24.3	7m steel & wood	m	1	R	R	R
24.4	9 to 11m steel & wood	m	1	R	R	R
24.5	12 & 13m wood	m	1	R	R	R
24.6	14 & 15m wood	m	1	R	R	R
24.7	16 & 18m wood	m	1	R	R	R
24.8	20m and up wood	m	1	R	R	R
B	SECTION B On Specific request by the GM only. (If labour and transport is needed to a specific task it shall be included with the task)	Unit	QTY	N/A	Rate	Total
25	Labour					
25.1	Engineer	hour	1	-	R	R
25.2	Project Manager	hour	1	-	R	R
25.3	Technician	hour	1	-	R	R

25.4	Supervisor	hour	1	-	R	R
25.5	Artisan	hour	1	-	R	R
25.6	Artisan assistance	hour	1	-	R	R
25.7	Labourer	hour	1	-	R	R
26	Transport					
26.1	LDV	Km	1	-	R	R
26.2	Personnel Carrier	Km	1	-	R	R
26.2	8 Ton Truck with crane	Km	1	-	R	R
26.3	15 Ton Truck with crane	Km	1	-	R	R
26.4	Personnel lifting platform (Cherry Picker) Big	hour	1	-	R	R
26.5	Personnel lifting platform (Cherry Picker) Small	hour	1	-	R	R
26.6	TLB	hour	1	-	R	R
26.7	Compressor	hour	1	-	R	R
26.8	Crane to load 80 Ton	each	1	-	R	R
26.9	Transport 80 Ton	Km	1	-	R	R

it may be not feasible to include every item on the BOQ and as such should material which is not on the BoQ be required then the Municipality will request from the successful bidders written quotations to supply such services.

Estimated price escalation in percentage : % after year 1
: % after year 2

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

Value added tax (VAT) be excluded in the prices. The prices be to be firm for 12 months after being awarded.

I/We understand that the Council is not bound to accept the lowest or any tender received.

The Tenderer, identified in the Offer Signature below, has examined the documents listed in the Tender Data and addenda (if applicable) and by submitting this offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer 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 that

their true intent and meaning for an amount determined in accordance with the Conditions of Contract identified in the Contract Data.

Yours faithfully,

For : _____

Address : _____

Upon the terms set out in the conditions of tender, I/We hereby acknowledge:-

1. That I/We have read and acquainted myself/ourselves with the terms and conditions of tender and understand the purpose thereof and agree that all such conditions shall form part of this tender;
2. that this offer is irrevocable for a period of 6 (six) months from the date fixed for the opening of tenders and may be accepted in writing by the eDumbe Municipality, at any time during that period, which acceptance, together with this tender shall constitute a binding agreement of purchase and sale between the eDumbe Municipality and myself/ourselves.

I/We understand that the Council is not bound to accept the lowest or any tender it may receive.

THE CONDITIONS OF TENDER I/WE READ AND ACCEPT

Signature : (of person authorized to sign the tender on behalf of the Tenderer):

SIGNATURE

Name (of signatory in capitals) : _____

Name of Tenderer : (organization) : _____

Address :

Telephone Number : _____

Fax Number : _____

Witness Signature : _____

Witness Name (in Capitals) : _____

Date : _____

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

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

Signature of MM : _____

Name (in capitals) : PRINCE HD ZULU

Capacity : MUNICIPAL MANAGER

Name of Employer : eDUMBE MUNICIPALITY

Address : P/ BAG X 308, PUALPIETERSBURG, 3180

Witness Signature : _____

Name (in capitals) : _____

Date : _____

Section A

Conditions of Contract

1 CONDITIONS OF CONTRACT

a) WRITTEN AGREEMENT

The parties (*Employer* and *Contractor*) herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Contractor.

b) ACKNOWLEDGEMENT BY THE CONTRACTOR

The contractor acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

c) UNDERTAKING BY CONTRACTOR

The Contractor hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works.

It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Contractor, nor to exempt the Contractor from his obligation in accordance with the Act and the said regulations.

d) PERSONAL PROTECTIVE EQUIPMENT

It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.

It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of eDumbe Local Municipality is compulsory.

The Contractor shall ensure that the statutory requirements are complied with at all times.

e) FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

f) SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Contractor without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Contractor shall provide enough tools and equipment to enable him to complete the Works and the Contractor shall provide all storerooms, offices and eating halls that he may need. The Contractor will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Contractor, the Contractor will use such equipment, tools and/or materials at his own risk and the Contractor herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

g) SERVICES AND WORKING METHODS

The written permission of the HEAD: Technical Services of the Municipality shall be obtained where any work which must be undertaken by the Contractor is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the HEAD: Technical Services of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

h) EXCAVATIONS

Written permission for excavations shall be obtained from the HEAD: Technical Services of the Municipality and the Contractor shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

i) RESTRICTION TO WORKPLACE

Employees of the Contractor shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

j) SUBCONTRACTORS

The Contractor shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

k) OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Contractor. Any hazardous occurrence or incident to the employees of the Contractor that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, Employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Contractor or a sub-

Contractor when there is a noncompliance and will specify the time in which it must be rectified:
The Occupational Health and Safety Officer will issue work stop notices to the Contractor or sub-Contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

l) FIRST AID

Where five or more persons are employed at a workplace, the Contractor shall provide and maintain an adequately equipped first-aid box that meets the following requirements.
Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.

Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.

Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- (a) South-African Red Cross Society
- (b) St. John's Ambulance Foundation
- (c) South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

m) FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Contractor and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

n) COMPLETION OF WORK

Before the contractor or his sub-Contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

o) SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

p) BREAKING OF THESE RULES AND POOR CONDUCT

The Contractor is warned that no behavior that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Contractor or

Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative Contractor to complete the work and recover the costs thereof from the contractor, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the contractor damages for the default or breach and the cancellation.

The senior employees of the Contractor shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

q) INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality.

The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Contractor or Municipality from the premises in the case of any transgression of this nature.

r) CONFIDENTIALLY

The Contractor shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Contractor without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Contractor shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Contractor shall inform the Municipality immediately should any such documents or sketches become lost.

s) INDEMNIFICATION BY THE CONTRACTOR

The following conditions will be applicable to the Contractor:

- (a) The Contractor is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Contractor or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Contractor, or otherwise busy with work under the instruction and supervision of the Contractor, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the contractor

- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Contractor for usage during the execution of the work, will be used entirely at the risk of the Contractor or employees of the Contractor and the Contractor herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

t) AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

u) JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own *Employer* and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

v) TRAINING

The Employer may request from time to time that Contractors assist with the provision of practical "on the job" training for Departmental apprentices and learners in order for them to complete their apprenticeship and learnership.

By participating in this Contract, the Contractor shall accept and acknowledge that, if requested to provide practical training:

He shall submit a monthly progress report on any Departmental apprentice / learner assigned to him for practical training.

Whilst the trainee is under the supervision of the Contractor it shall be a requirement that the trainee complies with the regulations of general conduct laid down by the Contractor.

Any breach of discipline by the trainee must be reported immediately to the Department.

Wherever possible the Contractor should follow the training schedule as laid down by the Department.

The Contractor will be reimbursed for any agreed extra costs incurred by himself, which can be attributed directly to the provision of training to the apprentice / learner.

The Contractor shall be responsible and liable for the apprentice's / learner's work performance during the period of training.

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS	

3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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

Full Name of Consortium Member	Role of Consortium Member	%	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNES	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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.
MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: éDumbe Municipality do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

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

(10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder/Company

BANKING DETAILS AMENDMENTS FORM

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.

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.

Bank Stamp:

Signed on behalf of Bank

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

SUPPLIERS DATABASE REGISTRATION FORM



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

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

All enquiries to be directed to: The SCM MANAGER
Telephone: 0349951650/2
Fax number: 0349951192
buthelzibw@edumbe.gov.za 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 **PHOTCOPIES** thereof will be processed. Any document that has been retyped or redrafted will be disregarded and returned to the applicant.
2. It is imperative that only supporting documents with an **ORIGINAL** signature be submitted.
3. All signatures must be commissioned by an authorized Commissioner of Oaths. Failure to do so will result in the applicant **not qualifying** for registration.
4. Suppliers registered on the Suppliers Database **MUST** notify the Supply Chain Management Office of any changes to information provided in the initial eDumbe Local Municipality forms, as captured onto the Suppliers Database. Failure to do so may result in such a supplier being removed from the Suppliers Database and/or the cancellation of contracts awarded to the supplier, on the basis of misrepresentation.

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

SUBMISSION OF DOCUMENTATION

The following documents must accompany your application: Please indicate

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

SECTION 1: PARTICULARS OF THE ORGANISATION

Please note that all information will be treated confidentially.

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

1.1. Registered name of the organisation:

1.2. Trading name:

1.3. Type of organisation: (please tick one)

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

1.10. Compensation commissioner registration number:

--

1.11. (a) Business Postal address:

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

(b) Business Physical address

Street No.		
Street Name		
Local Municipality		
Town		
	Postal Code:	

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

--	--

1.13. Contact Details:

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

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

Name of the Municipality	
--------------------------	--

Account Number (A confirmation Letter if your business area does not pay Rates)	
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.

Bank Stamp:

Signed on behalf of Bank

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:

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

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

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

SECTION 5: DECLARATION

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

Full names of owner or supplier representative: _____

Signature

Date

Signed at: _____

Supplier name: _____

SIGNED AND AFFIRMED BEFORE ME (COMMISSIONER OF OATHS):

Full name: _____

Signature

Date

Capacity: _____

OFFICIAL STAMP

