



BID DOCUMENT

BID NUMBER: **9/1 – T18/2025/26**

TENDER FOR THE PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 36 MONTHS

CLOSING DATE:	23 APRIL 2026	TIME	12H00
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NAME OF TENDERER	
PHYSICAL ADDRESS	
CSD NUMBER	MAAA
TAX COMPLIANCE PIN	
CONTACT PERSON	
CONTACT NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DEPARTMENT OF FINANCE SERVICES	
MR. M. ZONDI SCM MANAGER		MS. S. MATHONSI INTERNAL AUDIT OFFICER	
TEL. NUMBER	035 813 7500	TEL. NUMBER	035 813 7500
TENDER ISSUED BY			
NONGOMA MUNICIPALITY		LOT 103 MAIN STREET NONGOMA	

INDEX

The Bid document/s comprises of:

CONDITIONS OF TENDER/ TENDER PROCEDURES.....	3
SPECIAL TENDER CONDITIONS.....	4
T1.1 TENDER NOTICE AND INVITATION	13
.....	15
INVITATION TO BID	15
T2 RETURNABLE DOCUMENTST2.1 LIST OF RETURNABLE DOCUMENTS ..	16
RESOLUTION OF BOARD OF DIRECTORS	18
RECORD OF ADDENDA TO TENDER DOCUMENT	19
COMPULSORY ENTERPRISE QUESTIONNAIRE.....	20
RESPONSIVENESS/ COMPLIANCE CHECK CRITERIA.....	21
GENERAL CONDITIONS OF CONTRACT	28
MBD 3.3.....	38
PRICING SCHEDULE	38
DECLARATION OF INTEREST	40
CERTIFICATION.....	Error! Bookmark not defined.
MBD 6.1	43
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	43
.....	47
MBD 8.....	48
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	48
MBD 9.....	50
CERTIFICATE OF INDEPENDENT BID DETERMINATION	50
COMMITMENT OF TENDERER.....	53

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

CONDITIONS OF TENDER/ TENDER PROCEDURES

PLEASE NOTE THAT THIS BID IS SUBJECT TO SCM REGULATIONS ISSUED AND SUPPLY CHAIN MANAGEMENT POLICY AND THE GENERAL CONDITIONS OF CONTRACT.

1. Any alteration made by the Service Provider must be initialled.
2. Use of correcting fluid is prohibited
3. Tenders will be opened in public as soon as possible after the closing time of quote.
4. Suppliers must complete the attached MBD 4 -Declaration of interest form, the MBD 8 - Declaration of Suppliers past performance form and the MBD 9 - Certificate of Independent Bid Determination. Failure to complete these documents may result in your bid being invalid.
5. Proposals must be in accordance with the specifications, unless otherwise stipulated.
6. The official bid document must be used.
7. Proposals/ tenders must be deposited in TENDER BOX situated as indicated on the quotation request form. Suppliers should ensure that quotations are delivered timeously to the correct address. If the quotation/offer is late, it will not be accepted for consideration.
8. Nongoma Municipality is under no obligation to accept the lowest or any bid. Further, the municipality reserves the right not to appoint or to appoint one service provider or more than one service providers.
9. The municipality reserves the right to invite more bidders for only the remaining period of contract.
10. The financial standing of Service Providers and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.
11. **Registration on National Treasury's Central Supplier Database (CSD) is compulsory.** For more information on how to register go to www.csd.gov.za . Failure to submit a CSD supplier registration report **will** result in the disqualification of proposals.
12. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
13. Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
14. Tenders should be hand delivered to the address provided on the Invitation to Bid so as to reach the destination no later than the closing date and time.
15. No tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SPECIAL TENDER CONDITIONS

- This tender and its acceptance will be subject to the terms and conditions described below. Nongoma Municipality is/will not be liable for any costs incurred in preparation and delivery of tenders.
- Nongoma Municipality will only consider submission from the tenderers who satisfy the following criteria: The following information/ certificates must be submitted with the tender offers, tenderers must accept that failure to submit certificates stated below and fail to complete in full the tender document shall result in the tender being regarded as non-responsive, therefore shall not be evaluated further for functionality:
 - a) A successful bidder will sign with the municipality an agreement for skills transfer for a period of 12 months
- **TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**
 - a. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury’s List of Restricted Suppliers. Nongoma Municipality reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.
- **PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.
- **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, Nongoma Municipality incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Municipality harmless from any and all such costs which the Municipality may incur and for any damages or losses Nongoma Municipality may suffer.
- **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
 - a. **Nongoma Municipality** reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Nongoma Municipality or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- b. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- c. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- d. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Nongoma Municipality officers, directors, employees, advisors or other representatives;
- e. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- f. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- g. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- h. has in the past engaged in any matter referred to above; or (h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

➤ **CONDITIONS OF PAYMENT**

- a. No service should be provided to the Municipality in terms of this tender and no amount will become due and payable by the Nongoma Municipality;
- b. an official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of a proper invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of invoice if the goods, works or services were delivered to the satisfaction of the Municipality.

➤ **CONTRACTUAL IMPLICATIONS**

- a. The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.
- b. Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

- c. The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by the Nongoma Municipality.
- d. Other than providing rights to Nongoma Municipality, nothing in this Tender Request and tender response should be construed to give rise to the Municipality having any obligations or liabilities whatsoever, express or implied.
- e. The successful Tenderer shall only be entitled to render services and/or provide goods to the Nongoma Municipality once a separate written contract, which should be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT" (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect) and a service level agreement, has been signed by both the Tenderer and Nongoma Municipality, whereupon the Request for Proposal and tender response will cease to have force and effect.

I, the undersigned certify that I have read, understand and accept all the bid/ tender conditions as listed above to be used when the bid is evaluated.

NAME OF REPRESENTATIVE:	
POSITION/ DESIGNATION:	
SIGNATURE:	
DATE:	

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

NONGOMA MUNICIPALITY

Bid Number: 9/1 – T18/2025/26

SPECIFICATION FOR THE PROVISION OF INTERNAL AUDITOR FOR THE PERIOD OF 36 MONTHS – Tender No 9/1 – T18/2025/26

Nongoma local municipality hereby invites bids for the provision of co-sourced internal audit services, which is required in terms of section 165 of the Local Government: Municipal Finance Management Act, No.56 of 2003, on an annual basis for a period not exceeding 36 months. The internal audit service provider must:

- Prepare a three-year rolling internal audit plan and a one-year operational plan for the municipality
- The municipality has a junior internal audit resource and the service provider is expected to incorporate her into the internal audit plans, supervise, monitor and transfer skills for the duration of the assignment.
- Advise the Accounting Officer and report to Audit Committee on the implementation of the internal audit plan and matters relating to:
 - Internal audit
 - Internal controls
 - Accounting procedures and practices
 - Risk and risk management
 - Performance management
 - Loss control
 - Compliance with all Local Government prescripts

• Perform such other duties as may be assigned to by the Accounting Officer

Interested service providers are invited to submit their proposals with the following information:

- Company profile
- Approach, methodology, standards applied
- Approach and plan to develop and transfer skills, and indicate how this will be measured
- Curriculum Vitae of the proposed team
- Qualifications of team members should include Chartered Accountants, Certified internal Auditor, Registered Government Auditor, SAICA membership and there should be proof of membership with the Institute of Internal Auditor. Letter of good standing with the Institute of Internal Auditors should be attached
- Experience and credentials of the service provider
- The service provider should also include experience of the team in executing local government audit assignment
- A list of public sector municipal internal audit services rendered to date
- Associated costs and average rate of the assignment (disbursements are to be reflected separately)

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Area/ Project	Designation & Hourly Rates	Estimated No. of Hours	Rate per Hour Year 1	Year 1 Total Costs	Rate per Hour Year 2	Year 2 Total Costs	Rate per Hour Year 3	Year 3 Total Costs
Status of Records & Interim AFS review	Director – Audit Manager – Senior Auditor Junior Auditor							
Internal Audit Follow Up	Director – Audit Manager – Senior Auditor Junior Auditor							
IT Review	Director – Audit Manager – Senior Auditor Junior Auditor							
External Audit Follow Up	Director – Audit Manager – Senior Auditor Junior Auditor							
Performance review: Quarter 1 Quarter 2 Quarter 3 Quarter 4	Director – Audit Manager – Senior Auditor Junior Auditor							
Annual Performance Report Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Public Participation Review	Director – Audit Manager – Senior Auditor Junior Auditor							
AFS review with Audit File - financial year	Director – Audit Manager – Senior Auditor Junior Auditor							
Section 72 Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Area/ Project	Designation & Rates	Estimated No.	Rate per Hour	Year 1 Total	Rate per Hour	Year 2 Total	Rate per Hour	Year 3 Total

		of Hours	Year 1	Costs	Year 2	Costs	Year 3	Costs
Strategic Internal Audit Plan	Director – Audit Manager – Senior Auditor Junior Auditor							
MFMA and other Legislations Compliance Checklist	Director – Audit Manager – Senior Auditor Junior Auditor							
2025/2026 Revised SDBIP Review and 2026/ 2027 SDBIP Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Information Technology General Control Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Other operational reviews <ul style="list-style-type: none"> • Waste Management • Disaster Management • Traffic/Enforcement 	Director – Audit Manager – Senior Auditor Junior Auditor							
Testing and Licensing Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Occupational Health & Safety	Director – Audit Manager – Senior Auditor Junior Auditor							
Asset Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							

TENDER NO.	9/1 – T18/2025/26				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

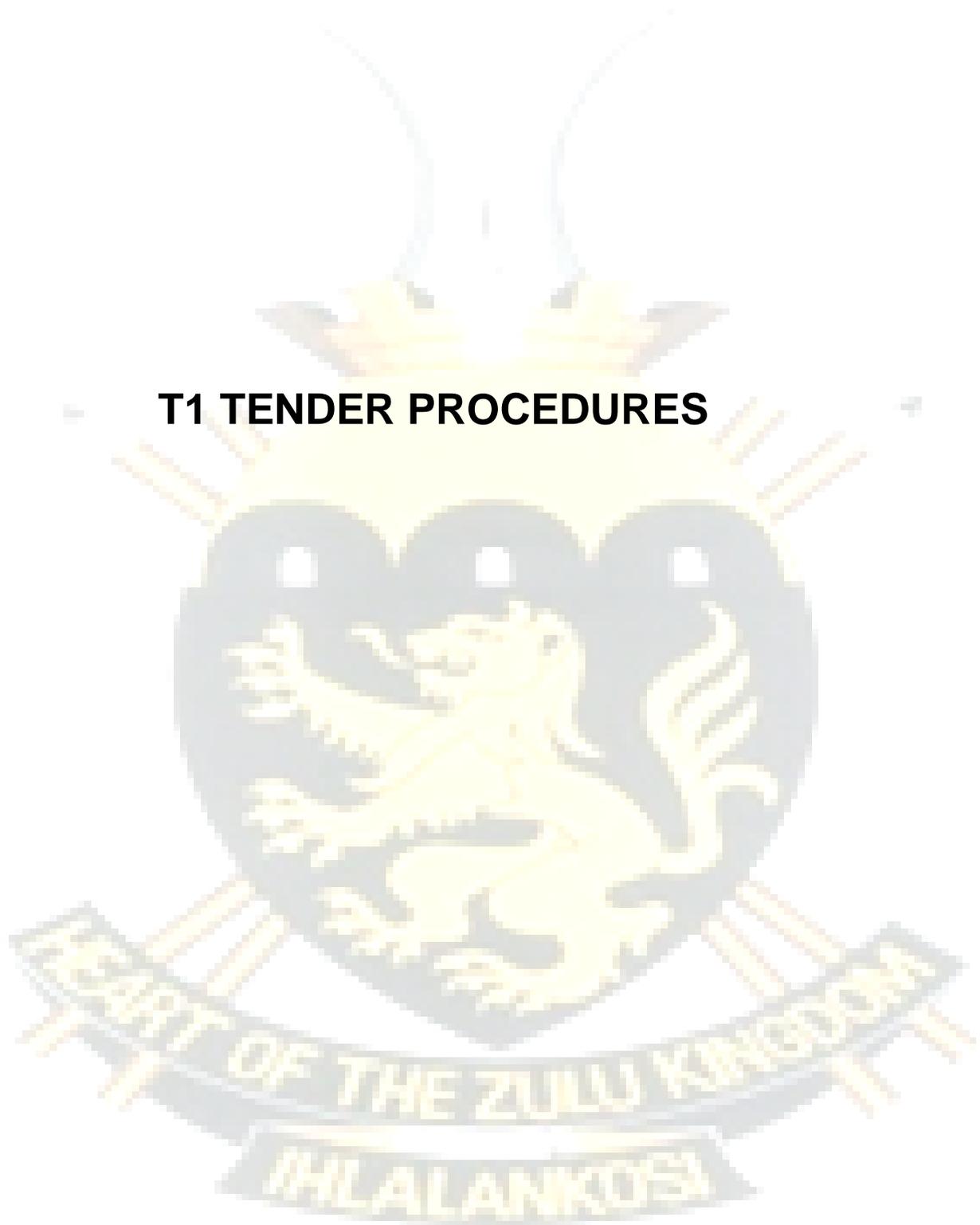
Area/ Project	Designation & Rates	Estimated No. of Hours	Rate per Hour Year 1	Year 1 Total Costs	Rate per Hour Year 2	Year 2 Total Costs	Rate per Hour Year 3	Year 3 Total Costs
Human Resource Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Supply Chain Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Records Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Project and Infrastructure Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Facilities Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Expenditure Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Fleet Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Revenue & Debtors Management	Director – Audit Manager – Senior Auditor Junior Auditor							

TENDER NO.	9/1 – T18/2025/26				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

Area/ Project	Designation & Rates	Estimated No. of Hours	Rate per Hour Year 1	Year 1 Total Costs	Rate per Hour Year 2	Year 2 Total Costs	Rate per Hour Year 3	Year 3 Total Costs
Leave Management Review	Director – Audit Manager – Senior Auditor Junior Auditor							
Grants, Bank & Investments Management	Director – Audit Manager – Senior Auditor Junior Auditor							
Governance Review	Director – Audit Manager – Senior Auditor Junior Auditor							
TOTALS				R		R		R
TOTAL COSTS:								
• Year 1	R							
• Year 2	R							
• Year 3	R							

TENDER NO.	9/1 – T18/2025/26				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

T1 TENDER PROCEDURES



T1.1 TENDER NOTICE AND INVITATION

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	9/1 – T18/2025/26	CLOSING DATE:	23 APRIL 2026	CLOSING TIME	12H00 PM
DESCRIPTION	PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS)

Lot 103, Main Street, Nongoma no later than **12h00 on Thursday, 23 April 2026**. Incomplete, emailed, faxed and late proposal documents will not be considered.

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 PIN No.:		CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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	FINANCE	CONTACT PERSON	MS. S. MATHONSI
CONTACT PERSON	MR. M. ZONDI	TELEPHONE NUMBER	035 831 7500
TELEPHONE NUMBER	035 831 7500	FACSIMILE NUMBER	035 831 3152
FACSIMILE NUMBER	035 831 3152	E-MAIL ADDRESS	sindisiwem@nongoma.gov.za
E-MAIL ADDRESS	scmmanager@nongoma.gov.za		

Appeals/ objections persons/ tenderers aggrieved by tender award decisions taken by Nongoma Local Municipality, may lodge an appeal within 14 days of the date of the intention to award advertisement. Nongoma Local Municipality shall only consider written appeals/objections clearly stating the reasons for appeal directed to: mm@nongoma.gov.za. **NB:** Appeals/ objections received after 14 days of the published intention to award has lapsed will be considered invalid.

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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, 2022, 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:

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NONGOMA MUNICIPALITY

Tender No:	Description:	Closing Date and Time:	Minimum Qualifying Score:
9/1-T18/2025/26	Provision of Internal Audit Services for a period of 36 months	Thursday, 23 April 2026 @ 12:00 PM	75%

All tender documents will be obtainable at **Cashier's office from Nongoma Local Municipality Main Offices (Lot 103; Main Street; Nongoma; 3950) from the 24 March 2026, Tuesday at 07h30 to 15h00 till the 23 April 2026, Thursday at 12h00.** A non-refundable amount of **R400 cash only (no other alternative payment will be accepted)**, per document will be payable. Alternatively, tender documents can be downloaded freely as from **24 March 2026** on the tender portal website, www.etenders.gov.za.

There will be no briefing. All technical enquires about the bid shall be directed to: Nongoma Local Municipality's Internal Audit Officer, Ms. S. Mathonsi on 035 831 7500 or sindisiwem@nongoma.gov.za

Tenders must be enclosed in a sealed envelope, addressed to the **Municipal Manager of Nongoma Local Municipality** and clearly marked: **Tender No.: 9/1-T18/2025/26 and the description.** Tender document must be deposited into the **Tender Box situated at the reception of Nongoma Local Municipality's main offices (Lot 103; Main Street; Nongoma; 3950) on or before 12h00 PM, 23 April 2026, Thursday.** No late or faxed or emailed tenders will be considered.

The evaluation and adjudication of tenders will be done in line with the Nongoma Local Municipality's approved Supply Chain Management Policy, bid document will be evaluated using Responsiveness criteria, Functionality and 80/20 PPPFA with its 2022 regulations. Only tenderers meet minimum qualifying score of 75% on functionality as detailed in the tender document shall qualify for further evaluation.

Claim for Specific Goals for 20 Points Allocation

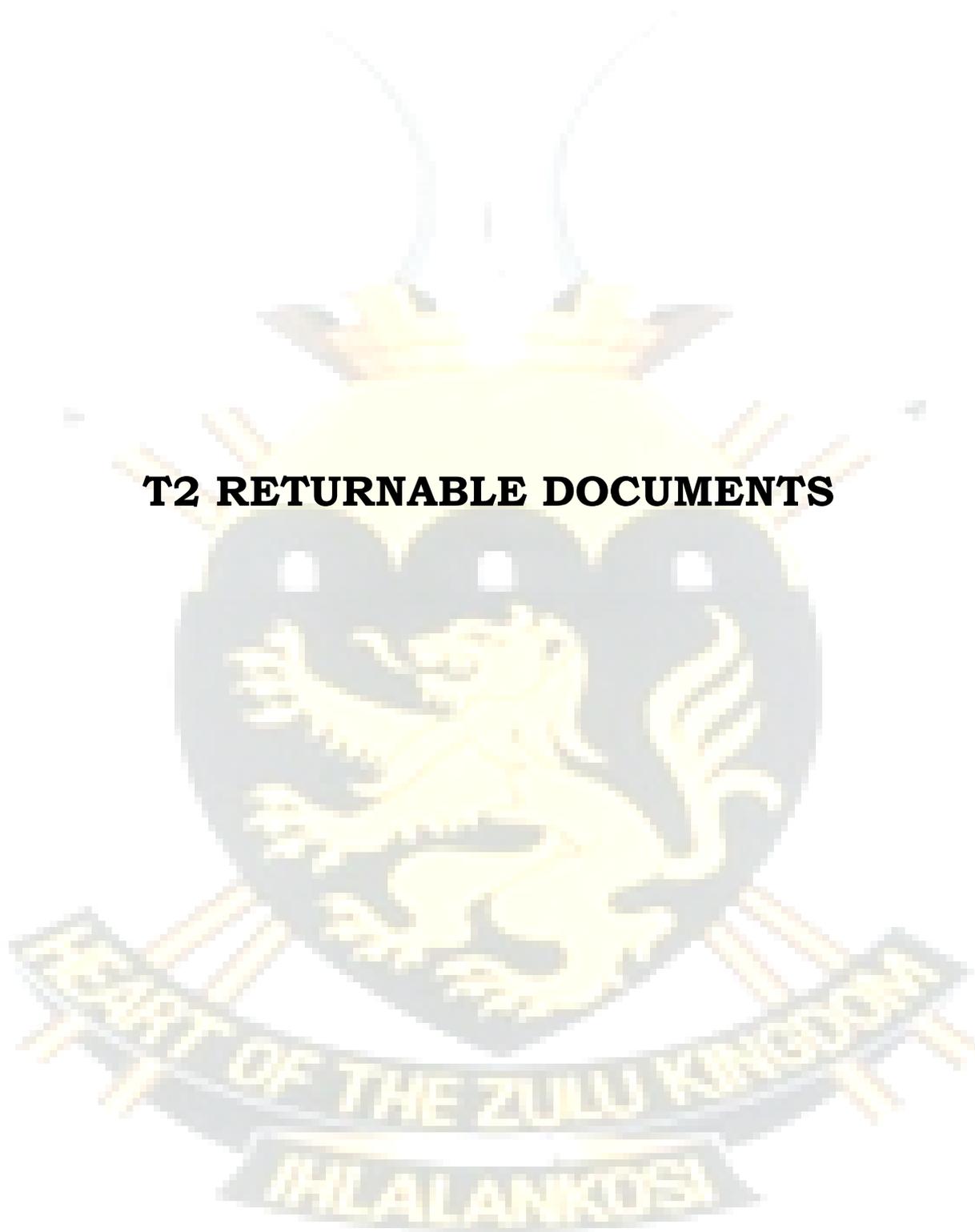
To claim 20 points for specific goals, the company must have the following ownership:

GOALS	POINTS	VERIFICATION METHOD
<u>Historical Disadvantaged Individual (HDI) Black Person</u> 100% Black Person Owned Equal or greater than 51% Person Owned	<u>10 Max</u> 10 5	Full CSD report not older than 2 months.
<u>Historical Disadvantaged Individual (HDI) Women</u> 100% Women Owned Equal or greater than 51% Women Owned	<u>5 Max</u> 5 2.5	Full CSD report not older than 2 months.
<u>Historical Disadvantaged Individual (HDI) Disabled People</u> 100% Disabled Owned Equal or greater than 51% Disabled Owned	<u>5 Max</u> 5 2.5	Doctor's medical certificate

Yours Faithfully

.....
Mr. MB. Mnguni
Acting Municipal Manager

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS



T2 RETURNABLE DOCUMENTS

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1. Schedule 1 : Resolution of Board of Directors/ Members/ Proprietor
- 1.2. Schedule 2 : Resolution of Board of Directors to enter into consortia or JV
- 1.3. Schedule 3 : Commitments of tenderer
- 1.4. Schedule 4 : Record of addenda to tender document
- 1.5. Schedule 5 : Compulsory enterprise questionnaire
- 1.6. Schedule 6 : Municipal Service Account

2. COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1. MBD 1 : Invitation to Bid
- 2.2. MBD 3.3 : Pricing Schedule
- 2.3. MBD 4 : Declaration of Interest
- 2.4. MBD 6.1 : Preference Points Claim Form
- 2.5. MBD 8 : Declaration of bidder's pas supply chain management practices
- 2.6. MBD 9 : Certificate of Independent Bid Determination



TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of Directors/ Members/ Partners of:

		(Enterprise Name)
Held at		
	(place)	
On		
	(date)	

RESOLVED that:

1	The enterprise submits a bid/ tender to Nongoma Municipality in respect of the following project: TENDER 9/1 – T18/2025/26: PROVISION OF INTERNAL AUDIT FOR A PERIOD OF 36 MONTHS	
2	Mr./ Mrs./ Ms.	
	In his/ her capacity as:	(Position in the Enterprise)
	And who will sign as follows:	(Authorized signature)
Be, and is hereby authorized to sign the bid/ tender, and any and all other documents and/or correspondence in connection with and relating to the bid/ tender, as to sign any contract, and any and all document, resulting from the of the bid/ tender to the enterprise mentioned above.		

Directors/ Members/ Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:

1. Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors/ Members/ Partners of the Enterprise.

ENTERPRISE STAMP

Not Compulsory

TENDER NO.	9/1 – T18/2025/26			
	BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 2

RECORD OF ADDENDA TO TENDER DOCUMENT

I/ we confirm that the following communication received from the Nongoma Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (attached additional pages if more space is require)

	Date	Title Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I/ we confirm that no communications were received from Nongoma Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.	9/1 – T18/2025/26				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 3

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise

Section 2: VAT registration number, if any

Section 3: Particulars of sole proprietors and partners in partnerships

No.	Name	Identity Number	Personal Income Tax Number
3.1			
3.2			
3.3			

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

4.1	Company Registration No.	
4.2	Close Corporation No.	
4.3	Tax Reference No.	

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

A member of any municipal council	<input type="checkbox"/>	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA 1999 (Act 1 of 1999)	<input type="checkbox"/>
A member of any provincial legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity.	<input type="checkbox"/>
A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	An employee of Parliament of provincial legislature.	<input type="checkbox"/>
A member of the board of directors of any municipal entity.	<input type="checkbox"/>	An official of any municipality or municipal entity.	<input type="checkbox"/>

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 12 MONTHS

Bid Number: 9/1 – T18/2025/26

RESPONSIVENESS/ COMPLIANCE CHECK CRITERIA

NB: Nongoma Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered for further evaluation.

RESPONSIVENESS CRITERIA

No bid will be considered by Nongoma Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

COMPULSORY RETURNABLE DOCUMENTS:

- The **official Bid document** must be fully completed in indelible black ink. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed incomplete and may be disqualified.
- The Bidder must be in **good standing** to do business with the public sector, bidder or any its directors/ shareholders is listed on the National Treasury Register of Tender Defaulters i.t.o Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector.
- Each page of this bid document must either be initiated or signed by the authorized signatory to sign on behalf of the bidder.
- The bidder must adhere to the **Pricing Instructions**,
- The **Municipal Bid Documents (MBDs) 1, 3.3, 4, 6.1, 8 & 9** must be duly completed and signed by the bidder.
- Department of Labour valid letter of good standing Compensation for Occupational Injuries and Diseases Act (COIDA),
- Bidder's valid proof of registration with IIASA
- At least one director must be registered with professional body such as SAICA, SAIPA, IIASA, etc.
- Company municipal utility bill on **rates** with a matching physical/ street address to the one on CSD proving no arrears for more than 3 months and it must not be older than two (2) months from the closing date, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of Company Operating Address (letter from Ward Cllr/ Inkosi) and Affidavit must be submitted or signed lease agreement and municipal utility bill on rates of landlord where a company is renting.
- Certified ID certificate(s) of all directors, members and/or shareholders,
- Company bank account confirmation letter.
- Central Supply Database (CSD) Number
- Company / CC / Trust / Partnership / registration certificates and
- Certificate of Authority for Signatory and Registration/ID.
- Skills transfer plan to cover the 36 months period.

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

TECHNICAL/FUNCTIONALITY EVALUATION

Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Entity Experience in Internal Audit Services: The Municipality requires bidders with proven experience in providing internal audit services, specifically within municipalities and/or organs of state operating under the MFMA.

Bidders must demonstrate:

- Number of years providing internal audit services (Bidders must provide verifiable proof of prior experience, including appointment letters for previous internal audit engagements, references from previous clients, and/or signed contract agreements.)
- Experience in co-sourcing arrangements
- Experience implementing risk-based internal audit plans
- Experience in municipal/public sector environment

Recourses: Key personnel experience and Qualifications

The bidder must demonstrate that it has suitably qualified and experienced personnel to execute the Internal Audit Plan.

The following must be submitted:

- CVs of proposed engagement partner/manager and audit team
- Academic qualifications
- Professional certifications (e.g., CIA, CA(SA), CISA, CRMA or equivalent)
- Proof of professional registration where applicable

Key personnel must demonstrate:

- Experience in municipal internal audit
- Experience presenting to Audit Committees
- Knowledge of MFMA, Treasury Regulations and GRAP

Systems, Tools and capabilities: The bidder must demonstrate that it has the necessary audit systems, software, and operational capacity to execute the contract.

The bidder must demonstrate:

- Use of recognized audit software (e.g., Teammate, CaseWare, ACL, IDEA or equivalent)
- Availability of IT audit tools
- Adequate staffing capacity to deliver audits over the 3-year period

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

- Data analytics capability
- Quality assurance processes

Methodology and Approach: The bidder must clearly outline its proposed methodology for executing the Internal Audit Plan in accordance with:

- International Standards for the Professional Practice of Internal Auditing
- MFMA requirements
- The Municipality’s Internal Audit Charter

The methodology must include:

- Planning approach
- Risk-based audit approach
- Reporting framework
- Quality assurance processes
- Follow-up process on audit findings
- Skills transfer (co-sourcing element)

The minimum qualifying score for functionality is 75 out of a maximum of 100.

Consideration	Points allocation
<p>A: Entity Experience:</p> <p>Municipal Internal Audit Experience (30 points): Evaluation based on number of projects of internal audit services within municipalities or organs of state governed by MFMA:</p> <ul style="list-style-type: none"> • 8 projects or more (30 points). • 6–7 projects (20 points). • 4–5 projects (10 points). • Less than 4 projects (5 points). <p>NB: Signed appointment letters and signed references letters must be submitted as evidence.</p>	30
<p>B: Resources: Key Personnel experience and Qualifications</p> <p>Engagement Director / Associate Director (10 Points):</p> <ul style="list-style-type: none"> • CA(SA) / CIA / CISA with 15+ years internal audit experience and municipal exposure (10 Points). • Professionally qualified with 10–14 years’ experience (8 points). • Relevant degree with less than 10 years’ experience (5 points). • Does not meet professional requirement (3 Points). <p>B2. Internal Audit Manager (On-Site Supervision) (10 points)</p> <ul style="list-style-type: none"> • 7+ years internal audit experience with 3+ years municipal IA experience (10 points). • 5–6 years’ experience with municipal exposure (8 points) • Limited municipal experience (5 points) • No municipal IA experience (3 points) 	30

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Audit Team Composition (Senior & Junior Auditors) (10 points):

Evaluation based on qualifications, certifications and experience mix:

- Well-balanced team with professionally certified senior auditors and qualified juniors **(10 points)**
- Adequately qualified team with relevant experience **(8 points)**
- Basic qualifications with limited experience **(5 points)**
- Inadequate team structure **(3 points)**

NB: Detailed CV's together with certified copies of the qualifications as evidence.

C: Systems, Tools and Capacity

25

C1. Audit Software & Data Analytics Tools (10 points)

- Recognized audit software (e.g., Teammate, CaseWare, ACL/IDEA) with data analytics capability **(10 points)**.
- Recognized audit software only **(8 points)**.
- Basic tools with limited automation **(5 points)**.
- No structured audit software **(3 points)**.

NB: Proof of access to audit software (e.g., copy of software license).

C2. ICT Audit Capability (5 points)

- Certified Information Systems Auditor (CISA) with proven ICT audit projects **(5 points)**.
- ICT audit experience without certification **(3 points)**.
- Limited ICT exposure **(2 points)**.
- No ICT capability **(1 points)**.

NB: Detailed CV's and CISA Accreditations.

C3. Staffing Capacity & Quality Assurance Processes (10 points)

- Adequate staffing plan for 3-year period with structured QA process **(10 points)**.
- Adequate staffing but limited QA structure **(8 points)**.
- Limited staffing capacity **(5 points)**.
- Insufficient capacity **(2 points)**

NB: Clear 3-year staffing structure.

D: Methodology and Approach (15 points).

15

Evaluation based on:

- Alignment with IIA Standards. **(3 points)**
- MFMA compliance. **(2 points)**
- Risk-based planning methodology. **(3 points)**
- Reporting framework. **(2 points)**
- Follow-up process. **(3 points)**
- Skills transfer component. **(2 points)**

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

I/we are fully paid up members in good standing of the following organization(s):

(Enter Nil if no affiliations)

My/Our VAT vendor registration number is: _____

I/We bank at the _____ branch of _____ Where I/we have
a _____ Account (no. _____)

Bankers contact name _____ & Tel no. _____

I/we acknowledge that proof of the information entered in this offer required in terms of this document and/or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 120 days from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that Nongoma Municipality is not bound to accept the lowest or any tender and acknowledge that the Nongoma Municipality may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from date hereof, decline to consider my/our offer.

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

(A street address where the Tenderer can be reliably contacted
Must be given for the purpose of domicile citandi et executandi) _____

DATE: _____

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

B. ACCEPTANCE

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

The terms of the contract are contained in

Part 1 Scope of Work

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Bidder shall deliver the Guarantee in terms of Clause 6.2 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer *(organization)*.....

Address:

.....

Witness:

Signature: **Name:**

Date:

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

NONGOMA MUNICIPALITY

Provision of Internal Audit Services for a Period of 12 Months

Bid Number: 9/1 – T18/2025/26

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

1. Definitions

- 1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the tendering 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 tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer 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 tendering 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.

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 1.17 “Local content” means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manager’s Representative” shall mean the Special projects Manager of NONGOMA Municipality.
- 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 “Municipality” shall mean the Nongoma Municipality.
- 1.20 “Municipal Manager” Or ‘Manager” shall mean the Municipal Manager of Nongoma Municipality.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in tendering documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “Services” means those functional services ancillaries 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.
- 1.27 “Supplier” means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tenderer” shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.
- 1.29 “Tort” means in breach of contract.
- 1.30 “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.
- 1.31 “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 tendering 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 tendering 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.

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the tendering 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 tenderer 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 located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering documents or another form acceptable to the purchaser;
- (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-tendering testing will be for the account of the tenderer.

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 tenderer 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.

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

- 8.3 If there are no inspection requirements indicated in the tendering 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/ services 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 (if applicable)

- 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 (if applicable)

- 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 (If applicable)

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- (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 (if applicable)

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.

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

- 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 a valid 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 (if applicable)

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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 willful 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.

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

33. Transfer of contracts

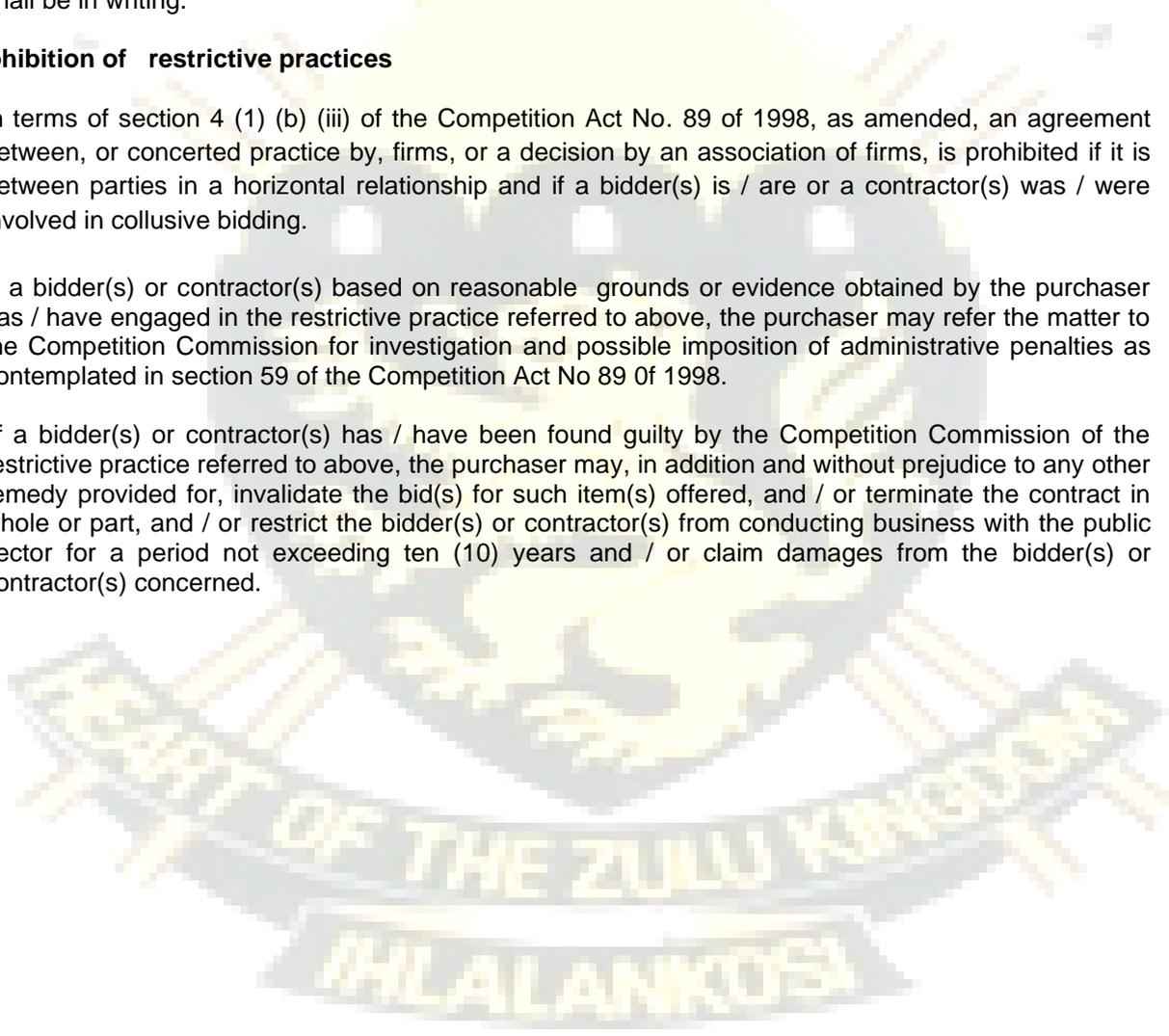
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

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.

35. Prohibition of restrictive 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.



TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

PRICING SCHEDULE

Name of Bidder.....

Bid Number:

Closing Time:

Closing Date

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
_____	R _____	R _____
_____	R _____	R _____
_____	R _____	R _____
_____	R _____	R _____

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

_____	R _____	_____ days
_____	R _____	_____ days
_____	R _____	_____ days
_____	R _____	_____ days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R.....
_____	_____	_____	R.....
_____	_____	_____	R.....
_____	_____	_____	R.....

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

TENDER NO.	9/1 – T18/2025/26				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

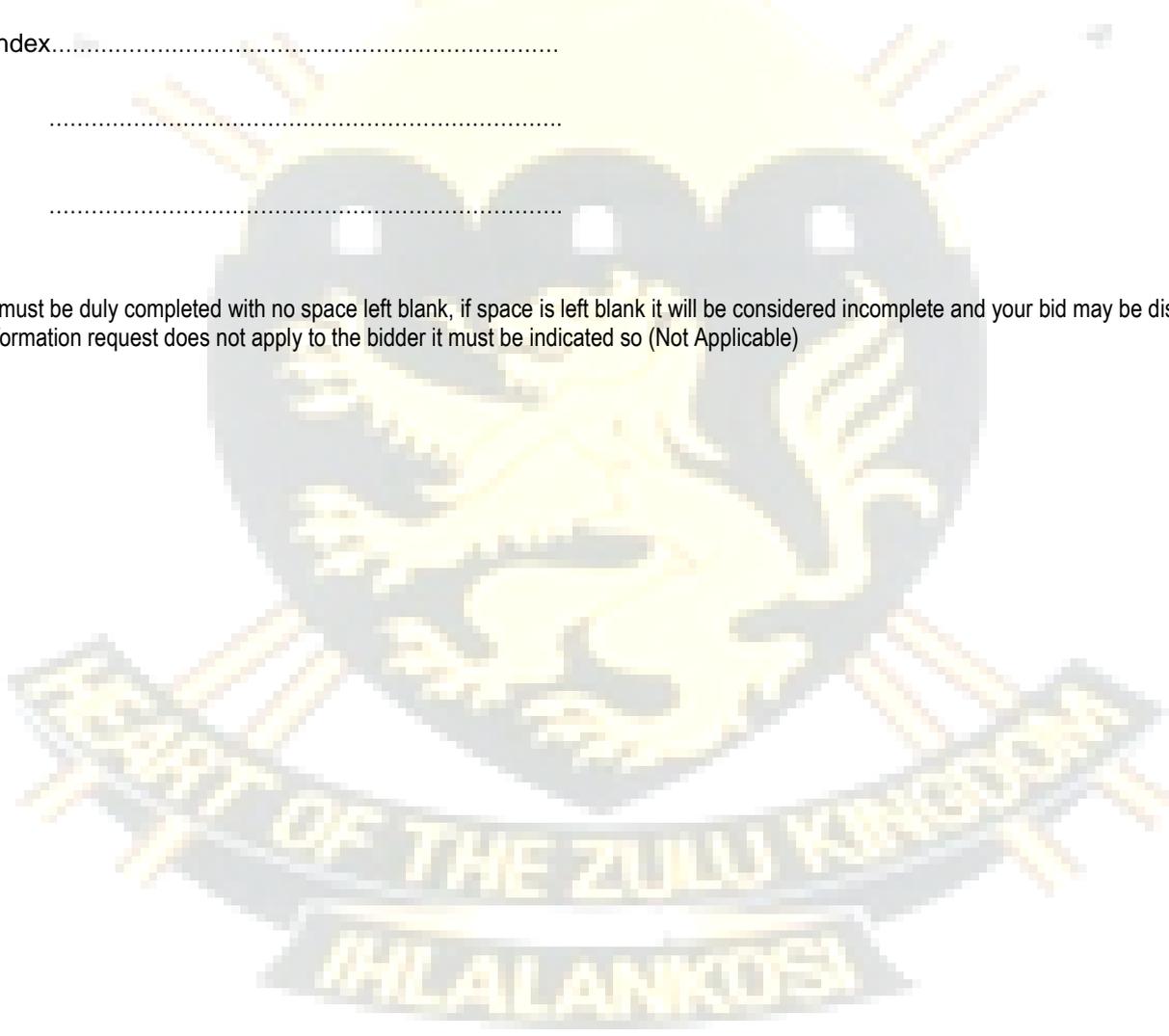
DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R.....
_____	_____	_____	R.....
_____	_____	_____	R.....
_____	_____	_____	R.....

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?*YES/ NO.
9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price

Index.....

NOTE: It must be duly completed with no space left blank, if space is left blank it will be considered incomplete and your bid may be disqualified. Where information request does not apply to the bidder it must be indicated so (Not Applicable)



TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state*

NO	YES
----	-----

3.6.1 If so, furnish particulars.

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

3.7.1 If so, furnish particulars.

* MSCM 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.

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

.....
3.8 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

3.8.1 If so, furnish particulars.
.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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

3.9.1 If so, furnish particulars
.....
.....

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

3.10.1 If so, furnish particulars.
.....
.....

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

3.11.1 If so, 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

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

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:

Name of Director	
Related company (CSD No.)	

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

Full Name	Identity Number	State Employee Number

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE
DATE	CAPACITY
COMPANY NAME: _____	

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for **Specific Goals**.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of R30 000.00 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.4 Failure to submit CIPC Registration document and/or Central Data Base Report.

1.4. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“Highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to the other tenders;
- 2.3 **“lowest acceptable tender”** means a tender that complies with all the specifications and conditions of tender and has lowest price compared to the other tenders;

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.10 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.11 **“non-firm prices”** means all prices other than “firm” prices;
- 2.12 **“person”** includes a juristic person;
- 2.13 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.14 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15 **“specific goals”** means specific goals as contemplated in section 2 (1)(d) of the Act which may include contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- 2.16 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for a Specific Goals

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for a specific goal stated in the tender advert in accordance with the table below:

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

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

Specific Goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of Points allocated (80/20 system) To be completed by the bidder
<u>Historical Disadvantaged Individual (HDI) Black Person</u> 100% Black Person Equal or greater than 51% Person	<u>10 Max</u> 10 5	
<u>Historical Disadvantaged Individual (HDI) Women</u> 100% Women Equal or greater than 51% Women	<u>5 Max</u> 5 2.5	
<u>Historical Disadvantaged Individual (HDI) Disabled People</u> 100% Disabled Equal or greater than 51% Disabled	<u>5 Max</u> 5 2.5	

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

6 DECLARATIONS WITH REGARD TO COMPANY/FIRM

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

6.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

6.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS.

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific Goals indicated in paragraph 5 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 5, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the Specific Goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

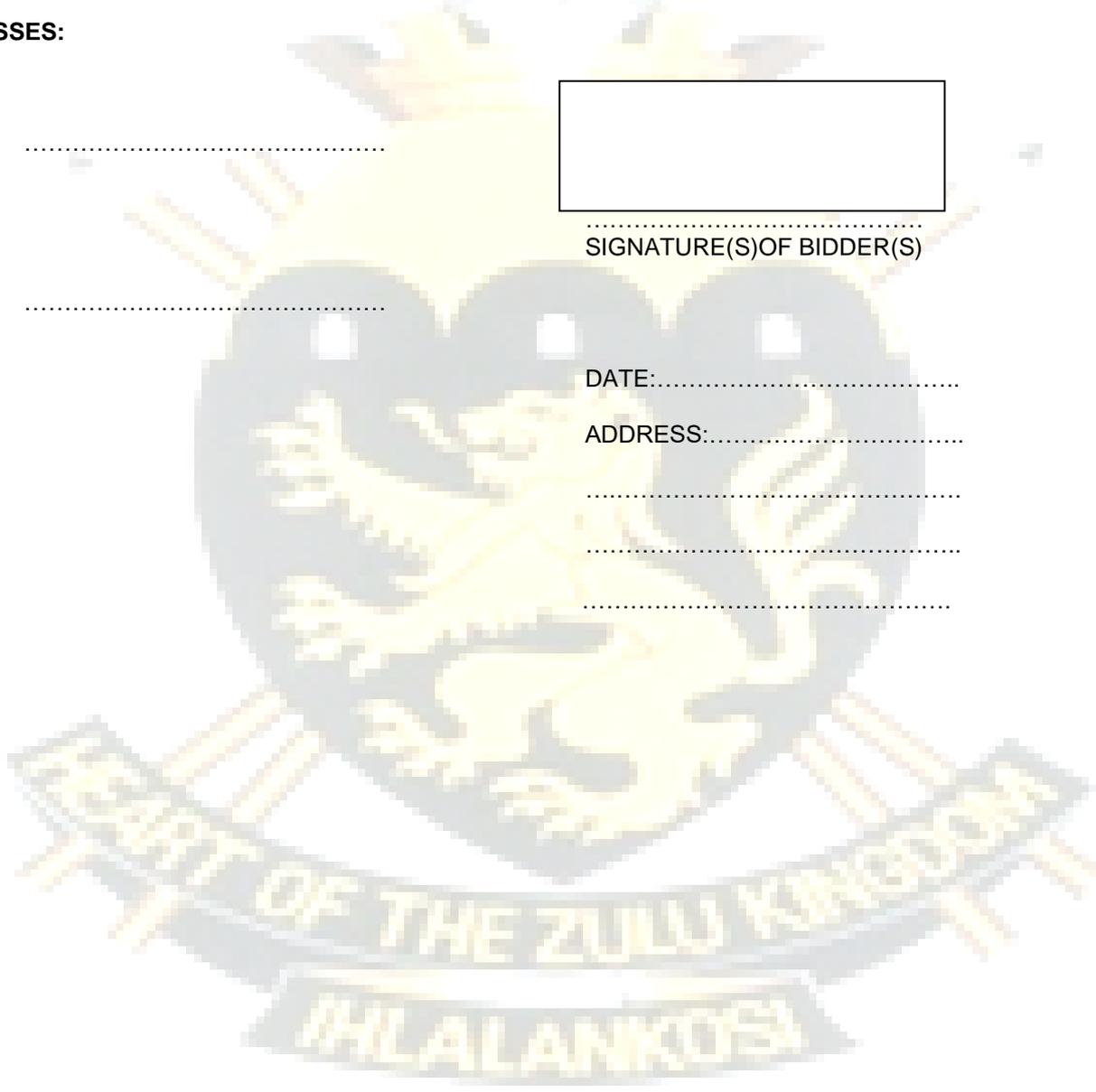
DATE:.....

ADDRESS:.....

.....

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TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

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	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

TENDER NO.	9/1 – T18/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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.**

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE
DATE	CAPACITY
NAME OF ENTERPRISE: _____	

TENDER NO.	9/1 – T18/2025/26				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

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.

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number : _____

Tender Description : _____

(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

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

- 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.

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Signature

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Date

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Position

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Name of Bidder

TENDER NO.	9/1 – T18/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

