



## TENDER DATA

1.	The Employer is: Nkangala District Municipality P.O Box 437 Middelburg 1050			
2.	<p><b>Tendering Procedures</b> Tender notice and invitation to tender Tender data</p> <p><b>Returnable Documents</b> List of Returnable Documents</p> <p><b>The Contract</b> <b>Agreements and Contract data</b> Forms of Offer and Acceptance Contract Data</p> <p><b>Pricing Data</b> Pricing Instruction Bill of Quantities</p> <p><b>Terms of Reference</b> Terms of Reference</p> <p><b>Additional Relevant Documents</b> Supply Chain Management Policy</p>			
3.	<p><b>Interpretation</b></p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>			
4.	<p><b>Communication.</b></p> <p>The Employer's Representative is;</p> <table border="1"><tr><td><b>Accounting Officer:</b> MM Skosana P. O. Box 437 Middelburg 1050. Tel: 013 249 2000 / 2006</td><td><b>Procurement Enquiries.</b> Supply Chain Unit P.O. Box 437 Middelburg 1050 013 249 2104 / 5 / 6 / 2158</td><td><b>Technical Enquiries.</b> Ms SM Tseka P.O. Box 437 Middelburg 1050 Tel: 013 249 2004/30</td></tr></table>	<b>Accounting Officer:</b> MM Skosana P. O. Box 437 Middelburg 1050. Tel: 013 249 2000 / 2006	<b>Procurement Enquiries.</b> Supply Chain Unit P.O. Box 437 Middelburg 1050 013 249 2104 / 5 / 6 / 2158	<b>Technical Enquiries.</b> Ms SM Tseka P.O. Box 437 Middelburg 1050 Tel: 013 249 2004/30
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4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.			
5	<p><b>The Employer's right to accept or reject any tender offer</b></p>			

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	<ul style="list-style-type: none"><li>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District Municipality.</li></ul>
<b>6</b>	<b>Tenderer Obligations</b>
<b>6.1</b>	The Council retains the right to call for any additional information that it may deem necessary
<b>6.2</b>	If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss
<b>6.3</b>	If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.
<b>6.4</b>	At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,
<b>7.</b>	<b>Eligibility</b> Only registered companies with a minimum of two similar completed projects will be eligible to tender.
<b>8</b>	<b>Compensation of tendering</b> The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
<b>9</b>	<b>Check documents</b> The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission. <b>Nkangala District Municipality reserves the right to request the bidder to submit original documents (as detailed in the proposed key personnel of the tender document and but not limited to, company CK document, qualifications of key personnel for review and certification by its Commissioner of Oath.</b>

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10.1	<p><b>Confidentiality and Copyright of Documents.</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation</p> <p><b>In submitting any information or documentation requested in this tender or any other information that may be requested pursuant to this Tender, you are consenting to the processing by NDM or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder (“POPI Act”). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify NDM against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.</b></p>
10.2	<p><b>Clarification Meeting</b></p> <p>The compulsory clarification meeting will be held virtually through Microsoft MS Teams on <b>14<sup>th</sup> March 2024</b>, commencing at <b>10h00</b>. Meeting link can be obtained from <a href="mailto:mathebulanh@nkangaladm.gov.za">mathebulanh@nkangaladm.gov.za</a> or <a href="mailto:lobeserc@nkangaladm.gov.za">lobeserc@nkangaladm.gov.za</a>.</p>
11	<p><b>Submitting tender offer:</b></p> <p><b>11.1</b> No Tender document will be considered unless submitted on Council's Official Tender Document</p> <p><b>11.2</b> Return all the returnable documents to the employer after completing them.</p> <p><b>11.3</b> Tenders must be deposited in the tender box clearly marked: <b>SUPPLY, DELIVERY AND REGISTRATION OF ROADS MACHINERY AND EQUIPMENT</b></p> <p><b>Location of tender Box:</b> Main Entrance Ground floor Nkangala DM Building <b>Physical Address:</b> Nkangala District Municipality, 2A Walter Sisulu Street, Middleburg 1050.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p><b>11.4</b> All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p><b>11.5</b> Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
12.	<p><b>Closing Time:</b></p> <p><b>12.1</b> The time and location for opening of the Tender offers are:</p> <p>Closing Time: <b>12:00</b> Closing Date: <b>26<sup>th</sup> March 2024</b> Location: <b>Nkangala District Municipality</b> <b>2A Walter Sisulu Street</b> <b>Middleburg</b> <b>1050</b></p>

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	<p>Tenders will be opened and read in public at the same time.</p>								
12.2	<p>After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.</p>								
13.	<p><b>Pricing the tender</b></p> <p>State the rates and prices in Rand</p>								
14.	<p><b>Alterations to the Tender Documents.</b></p> <p><b>No</b> alterations may be made to the tender document issued by the employer.</p> <p>Proposals and any other supporting documents must be attached to the back of this tender document</p>								
15	<p><b>Alternative tender offer.</b></p> <p><b>No</b> alternative tender offers will be considered or accepted</p>								
16	<p><b>Tender Offer Validity</b></p> <p>The Tender offer validity period is <b>90</b> days from the closing date.</p>								
17	<p><b>Tender clarification after submission</b></p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>								
18	<p><b>Tender evaluation points</b></p>								
18.1	<p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p>								
18.2	<p>Preference points for this bid shall be awarded for:</p> <p>(a) Price; and (b) Specific Goals.</p>								
18.3	<p>The maximum points for this bid are allocated as follows:</p> <table border="1"><thead><tr><th></th><th><b>POINTS</b></th></tr></thead><tbody><tr><td><b>PRICE</b></td><td><b>80</b></td></tr><tr><td><b>SPECIFIC GOALS</b></td><td><b>20</b></td></tr><tr><td><b>Total points for Price and Specific Goals</b></td><td><b>100</b></td></tr></tbody></table>		<b>POINTS</b>	<b>PRICE</b>	<b>80</b>	<b>SPECIFIC GOALS</b>	<b>20</b>	<b>Total points for Price and Specific Goals</b>	<b>100</b>
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19.	<b>Evaluation of Tenders</b>  The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the NDM.																							
19.1	<b>The following steps will be followed in evaluation;</b> <ol style="list-style-type: none"><li>1. Determination of whether or not tender offers are complete.</li><li>2. Determination of whether or not tender offers are responsive.</li><li>3. Determination of the reasonableness of tender offers.</li><li>4. Confirmation of the eligibility of preferential points claimed by tenderers.</li><li>5. Awarding of points for financial offer.</li><li>6. Ranking of tenderers according to the total points</li><li>7. Performance of risk analysis by checking the credit record of the tenderers</li></ol>																							
19.2	<b>Evaluation Criteria</b>  The procedure for the evaluation of responsive Bids will be on the average of the previous two similar projects where the firm was involved																							
20.	Tenders are adjudicated in terms of NDM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.																							
20.1	<p>The advertising company's tender responsiveness in relation to points is therefore summarized as follows:</p> <p><b>Evaluation Criteria</b></p> <p>The Bidders responsiveness in relation to points is therefore summarized as follows:</p> <table><tbody><tr><td>Proof of Warranty</td><td>20</td></tr><tr><td>Service and Maintenance Plan</td><td>20</td></tr><tr><td>Experience of firm</td><td>60</td></tr><tr><td>Total</td><td>100</td></tr></tbody></table> <p><b><u>A firm must obtain a minimum of 80 points out of the 100 points above to be considered for price and specific goals.</u></b></p> <p style="text-align: right;"><b>(Maximum Points obtainable 100)</b></p> <p><b>Name:</b> .....</p> <table><thead><tr><th>Evaluation Criteria</th><th>Minimum Required</th><th>Elimination Factor</th><th>Maximum Points obtainable</th><th>Points Claimed</th></tr></thead><tbody><tr><td>Warranty Plan</td><td>Proof of Warranty of the Machinery offered from the manufacturer.</td><td>Yes</td><td>20</td><td></td></tr><tr><td>Machinery Service and Maintenance plan.</td><td>A breakdown of the service and maintenance plan of the machinery from the manufacturer.</td><td>Yes</td><td>20</td><td></td></tr></tbody></table>	Proof of Warranty	20	Service and Maintenance Plan	20	Experience of firm	60	Total	100	Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed	Warranty Plan	Proof of Warranty of the Machinery offered from the manufacturer.	Yes	20		Machinery Service and Maintenance plan.	A breakdown of the service and maintenance plan of the machinery from the manufacturer.	Yes	20	
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Company Experience in Similar or related Projects ( Supply, Delivery and Registration of Machinery)	Proof of company experience in similar projects. Appointment letters or purchase orders and delivery note or completion certificate with full project details for ease of reference.	No	4 and above (Projects)	60	
			2-3 (Projects)	40	
			0-1 (Projects)	0	
	<b>Total</b>		<b>100</b>		

## 20.2 Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of *inter alia*:
- Compliance with Tender conditions
- Technical specifications

If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example

- A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS must been submitted.
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with or it is unbinded or unbundled.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form F – “Authority for Signatory”**
- A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Failure to complete and sign Form C1.1 Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.

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- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

**20.3 Size of enterprise and current workload**

- Evaluation of the Tenderer's position in terms of:
- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**20.4 Proposed Key Personnel**

In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI status (describing population group, gender and disabilities)
- Educational qualifications
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services

**20.5 Previous experience**

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.

Evaluation of the Tenderer's position in terms of his/her previous experience. Emphasis will be placed on the following:

- Experience of contracts of similar nature.
- Service Provider to attach purchase order or appointment letter and delivery note or completion certificate from previous experience.

**20.6 Financial ability to execute the contract:**

Evaluation of the Tenderer's financial ability to execute the contract will not be considered.

**20.7 Good standing with SA Revenue Services**

- The Tenderer **must affix A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS must be submitted.**

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20.8	<p>If the Tender does <b>not</b> meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation</p>
20.9	<p><b>Penalties</b></p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"><li>▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li><li>▪ Impose a financial penalty at the discretion of Council</li><li>▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years</li></ul>
21	<p><b>The additional conditions of Tender are:</b></p> <ol style="list-style-type: none"><li>1. Nkangala District Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li><li>2 The Nkangala District Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</li></ol>

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