



Umkhandlu wakwa - **NONGOMA** - Local Municipality

Tel: (035) 831 7500 | Fax: (035) 831 3152 | P.O. Box 84 | Nongoma 3950

Lot 103 Main Street - Nongoma 3950

NONGOMA LOCAL MUNICIPALITY

THE APPOINTMENT OF A PANEL OF CONSULTING ENGINEERS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 36 MONTHS

CONTRACT NO: 9/1/-T09/2025/26

CIDB CATEGORY

CONTRACT DOCUMENT

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum XXXXXXXXXX

PREPARED BY:

Nongoma Local Municipality
Lot 103 Main Street
Nongoma
KZN
3950

Technical Queries:

Contact Person: Mr. Q Zulu
Tel: 035 831 7500
Email: qedaz@nongoma.gov.za

Contact Person: Mr. M. Zondi
Tel: 035 831 7500
Email: scmmanager@nongoma.gov.za

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TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER(INITIAL)

SUMMARY FOR BID OPENING PURPOSES

[To facilitate the reading out of Bid parameters at the opening of Bids, the Bidder shall complete this form and submit it with his Bid]

Name of Contractor submitting the Bid:

Bid amount (as stated in the Form of Offer): Not Applicable

Alternative Bid offered? Not Applicable

If "Yes" state amount: Not Applicable

Specified Time for Panel: 36 Months.

Details of contact person:

Name (Print):

Telephone No: Fax No:

E-mail address:

Note: In the event of conflict between the data provided in this summary and that given in the Bid, the latter shall prevail.

Categories	Tick the correct box applied for
Category A Civil Engineering Consultant	
Category B Structural Engineering Consultant	
Category C Electrical Engineering Consultant	
Category D Turn-Key Consultant	

NOTE: SUBMIT DIFFERENT DOCUMENT PER CATEGORY, FAILING WHICH A BIDDER WILL BE EVALUATED ON ONE CATEGORY. (e.g. to apply for all four (4) submit 4 bid documents, for 3, 3 documents, etc.)

SIGNATURE:

(of person authorized to sign the Bid)

DOCUMENT CHECKLIST

BD.3			
TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER (INITIAL)

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS		CHECKED	
		Contractor	Committee
1)	Correct Form of Offer provided	<input type="checkbox"/>	<input type="checkbox"/>
2)	All pages initialed by Tenderer	<input type="checkbox"/>	<input type="checkbox"/>
	i) Completed in <u>BLACK INK</u> only	<input type="checkbox"/>	<input type="checkbox"/>
	ii) Corrections crossed out and initialed.....	<input type="checkbox"/>	<input type="checkbox"/>
4)	Returnable Documents and Schedules		
A	Compulsory Enterprise Questionnaire	<input type="checkbox"/>	<input type="checkbox"/>
B	Record of Addendum	<input type="checkbox"/>	<input type="checkbox"/>
C	Certificate of Authority	<input type="checkbox"/>	<input type="checkbox"/>
D	Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
E	Functionality	<input type="checkbox"/>	<input type="checkbox"/>
F	Experience of Bidder	<input type="checkbox"/>	<input type="checkbox"/>
G	Present Commitment.....	<input type="checkbox"/>	<input type="checkbox"/>
H	Compulsory Schedule of Sub-Contractors	<input type="checkbox"/>	<input type="checkbox"/>
I	Key Personnel.....	<input type="checkbox"/>	<input type="checkbox"/>
J	Curriculum Vitae of Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
K	Proof of CIDB Registration	<input type="checkbox"/>	<input type="checkbox"/>
L	Tax Clearance Certificate	<input type="checkbox"/>	<input type="checkbox"/>
M	Declaration of Interest Form	<input type="checkbox"/>	<input type="checkbox"/>
N	Contract Form	<input type="checkbox"/>	<input type="checkbox"/>

BD.4

TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER (INITIAL)

RESPONSIVENESS AND EVALUATION 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 further.

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 the information requested does not apply to the Bidder and the space is left blank, it will be deemed to be incomplete and may result in your bid being disqualified.
- The Bidder must be in **good standing** to do business with the public sector (not listed in the database of tender defaulters)
- Each page of this bid document must either be initiated or signed by the authorized signatory to sign on behalf of the bidder.
- The **Municipal Bid Documents (MBDs) 1, 4, 8, and 9** must be duly completed and signed by the bidder.
- Central Supply Database (CSD) Number
- Valid Tax Clearance Certificate/ Verification PIN,
- ID certificate(s) of all company directors, members and/or shareholders/ Owner,
- Certificate of Authority for Signatory
- Copy of CIPC company registration documents except Sole Traders,
- Valid Company registration with CESA
- Proof of 50% or more Company Director Registered with ECSA or any professional body (Attached certified copy of certificate not older than three months)
- Valid Company Account Confirmation Letter from the Bank,
- Department of Labour Valid Letter of Good Standing Compensation for Occupational Injuries and Diseases Act (COIDA) on Construction Class V
- Valid CIDB Grading (CE/ GB/ EP)
- Signed by both parties Joint Venture Agreement (if applicable)
- 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 must not be older than 2 months before closing date, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of Company physical/ street Address (Ward Cllr/ Inkosi) and Affidavit must be submitted or signed lease agreement and municipal utility bill (under landlord's name) on rates where a company is renting.
- Record of addendum (if applicable)

OTHER RETURNABLE DOCUMENTS THAT MAYBE SUBMITTED:

- Central Supply Database Report (CSD),
- VAT Registration certificate.

Signature:

Date:

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

(By signing, you are agreeing to all the above-required documents)

BD.5			
TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER (INITIAL)

BID

B1: BIDDING PROCEDURES

B2: RETURNABLE DOCUMENTS

BD.6			
TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER(INITIAL)

GENERAL 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/ Bidders must fully complete the attached Municipal Bid Documents (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 disqualified.
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 at the reception of the main offices as indicated on the invitation to bid. Suppliers/ Bidders should ensure that their proposals are delivered timeously to the correct address. If the proposal 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. Once the panel/ list of approved service providers has been established, only the successful applicants will be approached for quotations, when services or goods are required, with the exception that the requirement is not advertised again.
10. Approved service providers onto the panel will be captured/ listed sequentially, according to CSD registration numbers (MAAA Numbers). Once a panel has been established, municipality may choose to expand the panel by adding more service providers onto the panel to accommodate new market entrants, by starting a new bid process, with the same terms of reference, functionality and bid requirements as the initial bidding process. Any new entrants will be subjected to the remaining period of the initial panel.
11. 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.
12. **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.
13. 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.
14. 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.
15. 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.

BD.7

TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER(INITIAL)

16. No tenders transmitted by telegram, telex, facsimile, e-mail or similar apparatus will be considered.
17. A maximum of 20 (twenty) bidders per category (Civil and Electrical) will be appointed on to the panel of professionals and only the top highest scoring bidders on Technicality / Functionality Evaluation will be included in the panel:

CRITERIA FOR BREAKING DEADLOCK SCORING

- a. Points scored must be rounded off to the nearest 2 decimal places.
- b. Functionality criteria will be used to determine the highest scoring bidders and if a maximum of twenty (20) bidders have been reached, last bids that have scored equal points on functionality the decision will be done by drawing of lots.
18. Appointment will be made in accordance with NLM's standard conditions of the contract.
19. The appointment will be valid for three (03) years from the date of the appointment.
20. The Bidder(s) shall be deemed to know and understand the content of this document and a submission of a Proposal will indicate the Proposer(s) unconditional acceptance of all the terms and conditions contained in this document.
21. All details provided by the Bidder(s) will be regarded as material representations, on the basis of which the NLM based the evaluation of the proposal. Any misrepresentation will be treated as material and will, result in the disqualification of the specific proposal by NLM and/or termination of the subsequent appointment.
22. Neither the appointed Bidder(s) nor the resulting contract may be ceded or assigned to a third party unless the Bidder(s) state that he/she/it is acting as agent on behalf of another person or entity or such cession or assignment is approved by NLM for justifiable reasons.
23. NLM reserves the right to seek clarification or further information from Bidders and or to the request the submission of required documents within a specified time, and to appoint professionals to advise on aspects of the proposals submitted.
24. NLM reserve the right to make an appointment to more than one bidder, in whole or in part.
25. NLM reserve the right to negotiate a final proposal with any of the Bidder(s).
26. NLM does not bind itself to accept any proposal submitted.
27. NLM may at its discretion withdraw the proposal call process at any stage during the process.
28. The Bidder(s) shall be deemed to have satisfied itself as to all the conditions, procedures and performance and discharge of the obligations required in terms of this document.

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:	

BD.8

TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER(INITIAL)

B1: BIDDING PROCEDURES

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INVITATION TO TENDER
NONGOMA LOCAL MUNICIPALITY



Nongoma Local Municipality (NLM) is hereby inviting suitable and capable service providers to bid for the: Appointment of a Panel of Consulting Engineers for the Provision of Professional Services on Municipal Infrastructure Projects for a contract period of 36 months.

All tender documents will be obtainable at Cashier's office from Nongoma Local Municipality Main Offices (Lot 103; Main Street; Nongoma; 3950) from Monday, 26 January 2026 at 07h30 to 15h00 till the 23 February 2026, Monday 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 26 January 2026 on the tender portal website, www.etenders.gov.za.

All technical enquires about the bid shall be directed to Nongoma Local Municipality's PMU manager Mr. Q. Zulu on 035 831 7500 or qedaz@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- T09/2025/26 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, Monday 23 February 2026. Telegraphic, telephonic, telex, emailed, facsimile, and late proposal will not be accepted.

The evaluation and adjudication of tenders will be done in line with the Nongoma Local Municipality's approved Supply Chain Policy, Bid document will be evaluated using Administrative Compliance, Mandatory requirement and Functionality. Only tenderers meet minimum qualifying score of 70% on functionality as detailed in the tender document shall qualify for inclusion in the panel database.

The municipality will stipulate the specific goals that will be required at the time of the invitation of bid/ quotation, in line with the section 2(1) of the Preferential Procurement Policy Framework Act (PPPFA).

Tenders shall be valid for a period of 120 days. The Nongoma Local Municipality does not bind itself to accept the lowest or any tender.

- **NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

(As defined in Regulation 1 of the local government: Municipal Supply Chain Management Regulations)

Mr. MB. Mnguni
Acting Municipal Manager

BD.10			
TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER(INITIAL)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	9/1/-T09/2025/26	CLOSING DATE:	23 FEB. 2026	CLOSING TIME:	12h00
DESCRIPTION	PANEL OF CONSULTING ENGINEERS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS				
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 and be deposited in the municipality's bid box located at the Municipality's main office no later than 23 February 2026. Incomplete, emailed, faxed and late proposal documents will not be considered.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET/ PHYSICAL ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[ALL REQUIRED VERIFICATION DOCUMENTS AS LISTED IN THE TENDER ADVERT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOAL POINTS]					
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	Supply Chain Management		CONTACT PERSON	Mr. Q. Zulu	
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	gedaz@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.					

BD.11

TENDER NO.	9/1/-T09/2025/26		
BIDDER (INITIAL)		EMPLOYER (INITIAL)	

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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<p>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.</p>	

**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:

BD.12			
TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER (INITIAL)

EVALUATION CRITERIA

Bidders are required to demonstrate their ability to undertake the work and provide proof of experience, personnel and financial ability to undertake work of this nature.

Bidders are required to score a minimum of 70 points in order to be considered in the panel database.

Bidders that fail to score the minimum number of points for the functionality shall be rejected. The onus rests with the bidders to supply sufficient information to allow for the proper scoring, evaluation and award of points.

Functionality points shall be awarded in accordance with the following:

Second Stage of Evaluation: Assessment of Proposals for Functionality

The proposals will be assessed in terms of :-

- ***Relevant Company Experience*** - that is relevant experience of the Consulting Engineering Firm in carrying out similar projects.
- ***Key Personnel*** - the qualification and experience of the proposed key personnel.
- ***Methodology*** - the Consulting Engineering Firm must demonstrate that they understand the scope of the project and the tasks required to affect its successful completion.
- ***Quality Management Systems*** - details of relevant, current Quality Management Systems provided.

Key aspect of criterion		Basis for points allocation	Item Points	Actual Score	Verification Method
1	Relevant Experience of Tendering Entity (Civil Engineering Projects): Experience and Reputation of the Company in carrying out similar projects (20)				
1.1	Name of traceable Reference with contact details to be included for verification	5 similar (Roads, Structures and related Stormwater) successful projects in the last 10 years	20		Bidder to submit Signed Appointment Letters/ Purchase Orders and Reference Letters in Clients' Letterhead
1.2		4 similar (Roads, Structures and related Stormwater) successful projects in the last 10 years	16		
1.3		3 similar (Roads, Structures and related Stormwater) successful projects in the last 10 years	12		
1.4		2 similar (Roads, Structures and related Stormwater) successful projects in the last 10 years	8		
1.5		1 similar (Roads, Structures and related Stormwater) successful project in the last 10 years	4		
1.6		No similar (Roads, Structures and related Stormwater) successful project in the last 10 years	0		None
	If the Consultant cannot demonstrate the necessary relevant experience via at least one successfully completed similar project, then the bid will be deemed non-responsive and will be rejected. Bidder to attach letters of references in a sample form provide by Nongoma Municipality and the form should cover the content as tabled in the sample form and should be accompanied by a copy of letter of appointment/ purchase order for the works conducted. The sample form must be signed by the Municipal Manager.				
1.7	Sub-Total		20		
2	Relevant Experience of Tendering Entity (Structural Engineering Projects): Experience and Reputation of the Company in carrying out similar projects (20)				
2.1	Name of traceable reference with contact details to be included for verification	5 similar (Community Halls / Creches / Taxi Ranks, Sports Facilities and related Structures) successful projects in the last 10 years	20		Bidder to submit Signed Appointment Letters/ Purchase Orders and Reference Letters in Clients' Letterhead
2.2		4 similar (Community Halls / Creches / Taxi Ranks, Sports Facilities and related Structures) successful projects in the last 10 years	16		
2.3		3 similar (Community Halls/ Creches / Taxi Ranks, Sports Facilities and related Structures) successful projects in the last 10 years	12		
2.4		2 similar (Community Halls/ Creches / Taxi Ranks, Sports Facilities and related Structures) successful projects in the last 10 years	8		
2.5		1 similar (Community Halls / Creches / Taxi Ranks, Sports Facilities and related Structures) successful project in the last 10 years	4		

2.6		No similar (Community Halls/ Creches / Taxi Ranks, Sports Facilities and related Structures) successful project in the last 10 years	0		
	If the Consultant cannot demonstrate the necessary relevant experience via at least one successfully completed similar project, then the bid will be deemed non-responsive and will be rejected. Bidder to attach letters of references in a sample form provide by Nongoma Municipality and the form should cover the content as tabled in the sample form and should be accompanied by a copy of letter of appointment for the works conducted. The sample form must be signed by the Municipal Manager.				
2.7	Sub-Total		20		
3	Key Personnel: The Qualification and Experience of the proposed Key Personnel (30) It is essential that the Consultant provides suitably qualified personnel to carry out the project. Three key functions have been identified and the Proposal will be evaluated on the qualifications and experience of the personnel who will carry out these functions. The functions are;				
3.1.1	Professional Project Manager	10 years and more Experience, has completed similar projects in the capacity of Project Manager, and registered as Professional Project Manager (PrCPM)	10		Certified copy of Qualification to be attached (Degree or B-Tech in Civil) with detailed CV's, and certified copy of proof of Professional Registration with SACPM or similar
3.1.2		5 to 9 years' Experience, has completed similar projects in the capacity of Project Manager, and registered as Professional Project Manager (PrCPM)	5		
3.1.3		2 to 4 years' Experience, has completed similar projects in the capacity of Project Manager, and registered as Professional Project Manager (PrCPM)	2		
3.1.4	NOT registered with relevant body as Professional regardless of experience		0		None
3.1.5	Sub-Total		10		
3.2.1	Professional Civil Engineer/ Technologist	10 years and more Experience, has completed similar projects in the capacity of Civil Engineer, and registered as Professional Engineer (PrEng)/ Technologist (PrTechEng)			Certified copy of Qualification to be attached (Degree or B-Tech in Civil) with detailed CV's, and certified copy of proof of Professional Registration with ECSA
3.2.2		5 to 9 years' Experience, has completed similar projects in the capacity of Civil Engineer, and registered as Professional Engineer (PrEng)/ Technologist (PrTechEng)	5		
3.2.3		2 to 4 years' Experience, has completed similar projects in the capacity of Civil Engineer, and registered as Professional Engineer (PrEng) / Technologist (PrTechEng)	2		

3.2.4		NOT registered with relevant body as Professional regardless of experience	0		None
3.2.5	Sub-Total		10		
3.3.1	Professional Structural Engineer/ Technologist	10 years' Experience, has completed similar projects in the capacity of Structural Engineer, and registered as Professional Engineer (PrEng)/ Technologist (PrTechEng)	10		Certified copy of Qualification to be attached (Degree or B-Tech in Civil) with detailed CV's, and certified copy of proof of Professional Registration with ECSA
3.3.2		5 years' Experience, has completed similar projects in the capacity of Structural Engineer, and registered as Professional Engineer (PrEng) / Technologist (PrTechEng)	5		
3.3.3		2 years' Experience, has completed similar projects in the capacity of Structural Engineer, and registered as Professional Engineer (PrEng)/ Technologist (PrTechEng)	2		
3.3.4		NOT registered with relevant body as Professional regardless of experience	0		None
3.3.5	Sub-Total		10		
	At least the Civil Engineer and Structural Engineer MUST be registered as Professional Engineers or Professional Engineering Technologists with the Engineering Council of South Africa (ECSA). Proof of registration must be included in the Proposal. At least the proposed Project Director and Project Manager must be in the direct employment of the Consultant.				
	In addition, all of the above personnel must have the requisite minimum years' experience in their respective fields, failing which points will not be awarded. Points will be awarded based on the number of similar projects undertaken as Consultant by the relevant personnel as per the tabulated score card. If the proposed person has not undertaken a similar project in the past 5 years, then no points will be awarded for that person.				
	<i>If the Consultant cannot demonstrate the necessary level of experience and professional registration of their key staff, then the bid will be deemed no- responsive and will be rejected. Individual CV's of the key personnel must be attached to the proposal document.</i>				
4	Methodology: The proposal must demonstrate the following (20) : The proposal must demonstrate that the consulting engineering firm understands the challenges posed by this project. Highlighting the number of project specific challenges indicated under each of the tasks listed below will be necessary to achieve maximum points for methodology.				
4.1	Survey		3		Detailed Methodology and preliminary Programme of Works
4.2	Geometric or Earthworks design		3		
4.3	Structural Design and Stormwater Structures Design		3		
4.4	Geotechnical assessment		3		

4.5	Pavement and surfacing design	3		
4.6	Environmental sensitivity and mitigation measures	2		
4.7	Project Lifecycle based on MIG/ INEP	3		
	NB: Consultants are required to demonstrate their expertise in the maximizing of structured plan of maximizing employment generation in this project and adhering to Expanded Public Works Programme (EPWP).			
4.8	Sub-Total	20		

Quality Assurance: 10 Points Company must demonstrate its diligence in undertaking Engineering projects from Inception to Completion through the application of a competent Quality Assurance Policy				
5.1	Quality Management System	TSO accredited Quality Management System	10	Bidder to submit valid 9001 :2015 Certification
5.2		Internal Quality Management System	5	Bidder to provide copy of the system
5.3	No submission		0	None

Key aspect of criterion		Basis for points allocation	Item Points	Actual Score	Verification Method
6	Relevant Experience of Tendering Entity (Electrical Engineering Projects): Experience and Reputation of the Company in carrying out similar projects (20)				
6.1	Name of traceable Reference with contact details to be included for verification	5 similar (Electrical) successful projects in the last 10 years	20		Bidder to submit Signed Appointment Letters/ Purchase Orders and Reference Letters in Clients' Letterhead
6.2		4 similar (Electrical) successful projects in the last 10 years	16		
6.3		3 similar (Electrical) successful projects in the last 10 years	12		
6.4		2 similar (Electrical) successful projects in the last 10 years	8		
6.5		1 similar (Electrical) successful project in the last 10 years	4		
6.6		No similar (Electrical) successful project in the last 10 years	0		None

	If the Consultant cannot demonstrate the necessary relevant experience via at least one successfully completed similar project, then the bid will be deemed non-responsive and will be rejected. Bidder to attach letters of references in a sample form provide by Nongoma Municipality and the form should cover the content as tabled in the sample form and should be accompanied by a copy of letter of appointment/ purchase order for the works conducted. The sample form must be signed by the Municipal Manager.				
6.7	Sub-Total		20		
7	Professional Electrical Engineer		10		
7.1	Professional Electrical Engineer	10 years' Experience, has completed similar projects in the capacity of Electrical Engineer, and registered as Professional Electrical Engineer (PrEng)	10		Certified copy of Qualification to be attached (Degree or B-Tech in Electrical) with detailed CV's, and certified copy of proof of Professional Registration with ECSA
7.2		5 years' Experience, has completed similar projects in the capacity of Electrical Engineer, and registered as Professional Engineer (PrEng)	5		
7.3		2 years' Experience, has completed similar projects in the capacity of Electrical Engineer, and registered as Professional Engineer (PrEng)	2		
7.4	NOT registered with relevant body as Professional regardless of experience		0		None
7.5	Sub-Total At least the Electrical Engineer MUST be registered as Professional Engineer with the Engineering Council of South Africa (ECSA). Proof of registration must be included in the Proposal. At least the proposed Project Director and Project Manager must be in the direct employment of the Consultant.		10		
	In addition, all of the above personnel must have the requisite minimum years' experience in their respective fields, failing which points will not be awarded. Points will be awarded based on the number of similar projects undertaken as Consultant by the relevant personnel as per the tabulated score card. If the proposed person has not undertaken a similar project in the past 5 years, then no points will be awarded for that person.				
	<i>If the Consultant cannot demonstrate the necessary level of experience and professional registration of their key staff, then the bid will be deemed no- responsive and will be rejected. Individual CV's of the key personnel must be attached to the proposal document.</i>				
8	Qualified Professional Staff in the Civil Engineering Field				
	Site Agent with a Degree in Civil Engineering (Min. NQF 7) and 5 years' experience with LIC Certificate Level 5.		10		

Site Agent with National Diploma in Civil Engineering (Min NQF 6) and 5 years' experience with LIC	10	05	
Site Agent with minimum NQF 5 certificate with 10 years or more experience with LIC Certificate Level 5.		02	
NB: Signed CVs with Declaration of Authenticity by employee, Certified Identity Document (ID), Certified Copies of Qualifications with experience and LIC Certificate to Claim Points.			

NB: All qualifications obtained from outside South Africa must be accompanied by SAQA verification certification.

Category A: Civil Engineering (to qualify bidder must score a minimum of 70% or 56 Points)

1. Methodology – 20 Points
2. Quality Assurance – 10 Points
3. **Key Personnel/ Project Team – 30 Points:**
 - Project Manager – 10 Points
 - 2 x Civil Engineers – 20 Points
4. Relevant (Civil) Company Experience – 20 Points

Category B: Structural Engineering (to qualify bidder must score a minimum of 70% or 56 Points)

1. Methodology – 20 Points
2. Quality Assurance – 10 Points
3. **Key Personnel/ Project Team – 30 Points:**
 - Project Manager – 10 Points
 - 2 x Structural Engineers – 20 Points
4. Relevant (Structural) Company Experience – 20 Points

Category C: Electrical Engineering (to qualify bidder must score a minimum of 70% or 56 Points)

1. Methodology – 20 Points
2. Quality Assurance – 10 Points
3. **Key Personnel/ Project Team – 30 Points:**
 - Project Manager – 10 Points
 - 2 x Electrical Engineers – 20 Points
4. Relevant (Electrical) Company Experience – 20 Points

Category D: Turn-Key (to qualify bidder must score a minimum of 70% or 70 Points)

1. Methodology – 20 Points
2. Quality Assurance – 10 Points
3. **Key Personnel/ Project Team – 50 Points:**
 - Project Manager – 10 Points
 - Civil Engineer – 10 Points
 - Structural Engineer – 10 Points
 - Electrical Engineers – 10 Points
 - Site Agent – 10 Points
4. Relevant (Civil/ Structural/ Electrical) Company Experience – 20 Points

Categories	Tick the correct box applied for
Category A: Civil Engineering Consultant	
Category B: Structural Engineering Consultant	
Category C: Electrical Engineering Consultant	
Category D: Turn-Key Consultant	

NOTE: SUBMIT DIFFERENT DOCUMENT PER CATEGORY, FAILING WHICH A BIDDER WILL BE EVALUATED ON ONE CATEGORY. (e.g. to apply for all four (4) submit 4 bid documents, for 3, 3 documents, etc.)

Skills Transfer and Development

The Nongoma Municipality is committed in ensuring that necessary skills are transferred to local people. Within your appointment, you will be required to recruit **a least 2 local students per project** that is studying towards a Civil Engineering Profession for in-service training purposes and should be included in your price.

In your report, you will have to submit a detail programme of how you intend to involve these students on all the project stages (From design stage up to commissioning stage). You will also have to sign their In-Service Training Log Book at the end of their term.

TABLE OF CONTENT

- A: COMPULSORY ENTERPRISE QUESTIONNAIRE
- B: RECORD OF ADDENDUM TO BID DOCUMENTS
- C: CERTIFICATE OF AUTHORITY
- D: REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT
- E: FUNCTIONALITY / QUALITY DOCUMENTS
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- G: PRESENT COMMITMENTS
- H: COMPULSORY SCHEDULE OF SUBCONTRACTORS
- I: KEY PERSONNEL
- J: CURRICULUM VITAE OF KEY PERSONNEL
- K: PROOF OF CIDB REGISTRATION
- L: TAX CLEARANCE CERTIFICATE
- M: DECLARATION OF INTEREST (MBD 4)
- N: CONTRACT FORM – RENDERING SERVICES
- O: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- P: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
- Q: CERTIFICATE OF INDEPENDENT BID DETERMINATION

A: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a 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. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

Name*	Identity number*	Personal income tax number*

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

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership 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:

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Provinces
<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"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|---|---|

If any of the above boxes are marked, disclose the following*:

--	--	--

Name of sole proprietor, partner, directors, manager, principal shareholder or stake holder	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert

separate page if necessary.

Section 7. Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of sole proprietor, partner in a partnership 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:

- | | |
|---|---|
| <input type="checkbox"/> 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 Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <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 Provinces | <input type="checkbox"/> an employee of Parliament or a 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 | |

If any of the above boxes are marked, disclose the following*:

Name of spouse, child or parent	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary.

The undersigned, who warrants that he/she is dully authorized to do so on behalf of the enterprise:

- i. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;

- ii. confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combatting of Corrupt Activities Act of 2004;
- iii. Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv. confirms that I/we am/are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE: _____ Date: _____
 (of person authorized to sign on behalf of the Bidder)

Name: _____ Position: _____

Enterprise name: _____

B: RECORD OF ADDENDUM TO BID DOCUMENTS

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

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: DATE
 (of person authorized to sign on behalf of the Bidder)

C: CERTIFICATE OF AUTHORITY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I, the undersigned, hereby declare that I am authorized to enter into this Contract on behalf of

.....

by virtue of resolution/letter dated, a certified copy of which is attached.

Signature :

Name (in capital letters) :

In his/her capacity as :

Date :

As Witnesses:

1. Signature: Name:

2. Signature: Name:

(II) CERTIFICATE FOR CLOSE CORPORATION

I, the undersigned, hereby declare that I am authorized to enter into this Contract on behalf of

.....

by virtue of resolution/letter dated, a certified copy of which is attached.

Signature :

Name (in capital letters) :

In his/her capacity as :

Date :

As Witnesses:

1. Signature: Name:

2. Signature: Name:

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....

Hereby authorize Mr. /Ms.....

Acting in the capacity of..... , to sign all documents in connection with the

Bid for Contract No and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr./Ms....., authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the Bid offer for Contract Noand any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole
Owner of the business trading as.....

Signature of Sole owner:

As Witnesses:

1.....

2.....

Date:

D: REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to Bidder: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in B2.1, must be inserted here]

E: FUNCTIONALITY / QUALITY DOCUMENTS

[The Bidder's Construction Method Statement is to be inserted here].

F: EXPERIENCE OF BIDDER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

Name of **traceable** reference with contact details and or completion certificates to be included for verification. In the event that the contact details are not working, experience provided will be considered as not valid.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required.

SIGNATURE: DATE

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

G: PRESENT COMMITMENTS

The following are list of contracts or Bids that I or we are currently committed to complete.

Employer Name	Contract Description	Duration and Completion Date	Contract Amount

Signature:..... Date:
(Of person authorized to sign on behalf of the Bidder)

H: COMPULSORY SCHEDULE OF SUBCONTRACTORS

Nongoma Municipality Local Economic Development (LED) Objectives.

The objective is to transfer skills, build capacity and develop small enterprises, in order that these small enterprises gain experiences to ensure that the sub-contractor can use the project to increase their CIDB rating and also as a reference for future projects.

Please note that proof of "skill transfer" to unskilled labour must be sent to the consultant upon completion thereof.

Bidders' Declaration

- 1) We notify you that it is our intention to employ the following Subcontractor/s located in Nongoma known to ourselves for work in this contract. In this regard, please complete the table hereunder.

OR

- 2) We notify you that we do not know of any small emerging Sub-contractors located in Nongoma; however, should we be the appointed Contractor we acknowledge that the Nongoma Municipality will provide us with a list of Sub-contractors located in Nongoma of which, we confirm will be used on this project.
- 3) Note to Bidders: The Municipality will require that proof of implementation adherence is submitted for auditing purposes by LED Unit.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			

Signed		Date	
Name		Position	
Bidder			

I: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Bidder shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						

SIGNATURE: DATE
 (Of person authorized to sign on behalf of the Bidder)

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:

Signature:

The Bidder must countersign indicating agreement with the contents of this form.

Date:

Signature of Bidder:

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:

Signature:

The Bidder must countersign indicating agreement with the contents of this form.

Date:

Signature of Bidder:

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:

Signature:

The Bidder must countersign indicating agreement with the contents of this form.

Date:

Signature of Bidder:

FEEDBACK FROM

REFERENCES

As part of the functionality component of the tender process feedback is required from current or previous contract to rate the performance of (Name of the service provider):

The employer who is completing the assessment is to indicate in the box below which discipline the firm was involved, start date and end date including the contract amount of the project:

SERVICE RENDERED	YES/NO	START DATE	END DATE	CONTRACT AMOUNT
Infrastructure Roads & Stormwater				
Infrastructure: Building				
Infrastructure: Sport fields and Stadiums				

The employer is further requested to rate the tendering organization/ bidder for the five key services to be rendered as indicators of either excellent or good or average or poor or no ratings.

SERVICE RENDERED	(A Rating) Excellent	(B Rating) Good	(C Rating) Average	(D Rating) Poor	(E Rating) No Rating
Feasibility Studies					
Preparing and presentation of business plans					
Designs and designs presentation					
Construction monitoring					
Handing over and closing off projects					

Bidder are to provide at least five (5) feedback from references following the above template using the referee's company letter head.

Comment from the employer

C3.5: ANNEXURES

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the content of this schedule is within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date	
Name	Position	
Contact		

Note: Above is the feedback form that must be completed by previous or current client, should this form not duly completed, the bid will be considered non-responsive and disqualified.

Municipal/ Client's Stamp

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TENDER NO.	9/1/-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER(INITIAL)

K: PROOF OF CIDB REGISTRATION

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

In the case of a Joint Venture, CIDB Certificates of Registration for all members of the Joint Venture must be supplied.

1. CIDB Requirement

1.1 CIDB Grading

Bidders who are registered with CIDB in a contractor registration will be eligible to bid.

1.2 Proof of CIDB registration

Bidders who fail to provide the relevant information called for in 1.1 above prior to the closing date of the bid shall be disqualified from further consideration.

1. EPWP Guidelines for the Implementation of Labour-Intensive Projects

The EPWP guidelines for labour intensive methods of construction will apply in order to promote the use of local labour and also afford them with opportunities for training thus transferring skills.

3. Evaluation Criteria

The bids will be evaluated using a two-stage evaluation approach. The first stage will be the test for responsiveness and the second stage will be functionality.

L: TAX CLEARANCE CERTIFICATE

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

The Bidder is to attach an original Tax Clearance Certificate issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate issued by SARS.

Failure to submit original and valid Tax clearance Certificate may invalidate the Bid.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

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TENDER NO.	9/1-T09/2025/26		
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BIDDER (INITIAL)

EMPLOYER (INITIAL)

M: DECLARATION OF INTEREST (MBD 4)

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 favoritism, 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 authorized 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* **YES / NO**

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.

C3.5: ANNEXURES

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.

.....
.....

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BIDDER (INITIAL)

EMPLOYER(INITIAL)

C3.5: ANNEXURES

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

3.13Do 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:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

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BIDDER (INITIAL)

EMPLOYER(INITIAL)

N: CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Specific Goals
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

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BIDDER (INITIAL)

EMPLOYER(INITIAL)

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5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

WITNESSES

1

2

DATE:

SIGNATURE

NAME OF FIRM

DATE

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		BIDDER (INITIAL)	EMPLOYER(INITIAL)

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity asaccept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOAL POINTS
			HDI Black Person – 10 Points RDP – 10 Points

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES
1
2
DATE:

C3.5: ANNEXURES

O: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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BIDDER (INITIAL)

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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		BIDDER (INITIAL)	EMPLOYER (INITIAL)

P: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

This serves to conform that my **municipal rates and taxes are paid up to date and the following is attached:**

Company municipal utility bill on rates with a matching physical/ street address (**NOT** postal address) to CSD preferred address, proving no arrears for more than 3 months and must not be older than 2 months before closing date, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of Company Address (Ward Cllr/ Inkosi) and Affidavit must be submitted or signed lease agreement and municipal utility bill (under landlord's name) on rates where a company is renting

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

Nongoma Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 90 days.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the tender is being undertaken and the municipality in which their business address is recorded as per Companies and Intellectual Commission (CPIC) if different.

This serves to confirm that my municipal rates and taxes are paid up to date and the following is attached:

1. A copy of the current municipal statement not owing more than 90 days, for the company and all its directors, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction is business/residence is situated or;

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2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants' payments in respect of all municipal accounts and taxes i.e., electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the directors are not liable for the payment of rates/taxes, an affidavit commissioned by SAPS stating that the director is not liable for the payment of rates must be submitted. In case the director does not own property/is a tenant, leasing agreement should be submitted to confirm the place of residence.
4. Tenders who are not registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor/ Inkosi, but only if the residence is the same address as the business address, accompanied by an affidavit commissioned by SAPS.

ATTACH PROOF TO THIS PAGE IN TERMS OF THE ABOVE. FAILURE TO PROVIDE PROOF THAT THE MUNICIPAL ACCOUNT FOR THE COMPANY AND DIRECTORS IS UP TO DATE WILL INVALIDATE THE TENDER

DECLARATION I, THE UNDERSIGNED (NAME)

..... CERTIFY
THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY
ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of Bidder

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BIDDER (INITIAL)

EMPLOYER(INITIAL)

R: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number: _____

Bid 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

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BIDDER (INITIAL)

EMPLOYER (INITIAL)

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

.....
 Signature

.....
 Date

.....
 Name of Bidder

.....
 Position

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BIDDER (INITIAL)		EMPLOYER(INITIAL)	

NONGOMA MUNICIPALITY

PANEL OF CONSULTING ENGINEERS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS

Bid Number: 9/1 – T09/2025/26

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

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BIDDER (INITIAL)

EMPLOYER(INITIAL)

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32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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.

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BIDDER (INITIAL)

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- 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.
- 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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.27 “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.

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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.

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.

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

8. Inspections, tests and analyses

- 8.1 All pre-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.
- 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 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

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purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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BIDDER (INITIAL)

EMPLOYER (INITIAL)

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

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

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- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent

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that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or 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.

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29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any 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.

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35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

DECLARATION I, THE UNDERSIGNED (NAME)

..... CERTIFY
THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY
ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 36 months

2. EVALUATION CRITERIA

There are Three (3) main steps in the selection process, namely, ensuring that bids comply with administrative Compliance, mandatory Requirement and Functionality.

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents as prescribed by the municipality.

NB: Failure to sign and complete the compulsory requirement will result to the bid to be invalid.

2.2 Step 2 - Mandatory Requirements.

2.2.1. The consultant shall have GCC Civil Engineering/ Electrical Engineer within the company as per GMR2.1 of OHS Act (proof of legal appointment within the company or affidavit confirming obligations of services to the consulting firm is required from the personnel with submitted documents)

2.2.2. Proof of a company registration with Consulting Engineers of South Africa (CESA).

2.2.3. The consulting firm or service provider shall have registered personnel with the Engineering Council of South Africa as a professional Engineer / Technologist within the Civil/ Electrical Engineering discipline within the company. (Certified Copies of registration with the engineering Council of South Africa, proof of legal appointment within the company or affidavit confirming obligations of services to the consulting firm is required from the personnel with submitted documents)

2.2.4. The consulting firm or service provider shall have registered personnel with Certified Energy Manager (for Electrical) (CEM) (proof of legal appointment with the company or affidavit confirming obligations of services to the consulting firm is required from the personnel with submitted documents)

2.2.5 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.

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2.2.6 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) Once the panel/ list of approved service providers has been established, only the successful applicants will be approached for quotations, when services or goods are required, with the exception that the requirement is not advertised again. **The selection** of a minimum of three (3) bidders from the panel will be done randomly.
- b) Approved service providers onto the panel will be captured/ listed sequentially, according to CSD registration numbers (MAAA Numbers). Once a panel has been established, municipality may choose to expand the panel by adding more service providers onto the panel to accommodate new market entrants, by starting a new bid process, with the same terms of reference, functionality and bid requirements as the initial bidding process. Any new entrants will be subjected to the remaining period of the initial panel.
- c) Confirmation that the tenderer has not failed to perform any previous contract and has been given a written notice to this effect.
- d) Each page (**including cover page**) of this document must be initials/ signed failure to initial/ sign may result in your proposal being disqualified.
- e) Incomplete, unsigned documents/forms may be rejected. NLM will not accept late responses.
- f) All bids must be submitted on the official forms (not to be reproduced or amended, any additional information must be submitted as a separate annexure to this document)

2.2.7 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.

2.2.8 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.

2.2.9 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.

2.2.10 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")
- 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.

2.2.11 CONDITIONS OF PAYMENT

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- 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.

2.2.12 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.
- 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.

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SCOPE OF WORK

NONGOMA LOCAL MUNICIPALITY

TERMS OF REFERENCE

1.DESCRPTION OF SCOPE OF WORKS

Nongoma Local Municipality, Project Management Unit requires the services of a suitably qualified and experienced civil and electrical engineering consultant/s to provide a professional engineering service on an “as and when” contract for a period of three (3) years, for municipal capital infrastructure projects and maintenance, and repairs.

- Design of services in strict accordance of the standards as laid down by Nongoma Municipality, Eskom, SANS 1200, NERSA, ECSA, etc., as may be applicable and the successful bidder/s to adjust the standard documentation in accordance with any latest applicable standards - Preparation of Tender specifications and documentation.
- Construction monitoring during contract work.
- Quality control.
- Prepare maintenance plan for the Nongoma Municipality's Roads Master Plan, Electricity distribution network and advise the client on risks associated with the performance of the network.
- Arranging for commissioning (electricity)
- Handover and performance evaluation of installed equipment.
- Project management and monthly reports, e.g expenditure, progress reports, EPWP staffing etc.
- Cognisance should be taken of local content regulations • Assist the Client to ensure that all works/plant/personnel comply with NERSA requirements and with Occupational Health and Safety (OHS) Act.
- Advise the Client to ensure that all environmental issues are addressed.
- Provide skills transfer with measurable Portfolio of Evidence to Nongoma staff (The onus rest with the consultants to prove that skills have been transferred.)
- Serve as an OHS agent and take full responsibility of matters of safety within Nongoma Municipality's electricity distribution network
- Drafting all reports as required by MIG, INEP, etc.. and various departments for implemented projects.
- All designs should be submitted to Nongoma Municipality for comments and approval before construction starts.
- Conduct assessment on Small Scale Embedded Generation (SSEG) installations to ensure compliance with grid codes and relevant standards

Outsourcing is specifically forbidden, all subcontracting shall be the responsibility of the Engineering Professional Consultant, and the municipality will not engage in cession agreements.

All Engineering Professional Consultant are required to provide:

- Professional Indemnity Insurance of minimum R 3 000 000.

Preference will be given to companies that can prove experience in the following:

- Design and implementation of infrastructure projects including electrical projects.
- Design and implementation of revenue enhancement projects
- Any other civil/ electrical engineering works
- Proven track record of Project Management

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- Proven track record of effective safety management

1.1. Format of tendering and selection procedure

- The format of the tender shall be as follows:
- The tenderer submits the discount (discount limited to 16%) (or premium), if any, on the current published ECSA guidelines, which shall remain valid for the duration of the appointment. The appointment is for a duration of 3 (three) years. After going through a functionality process, the tenderer/s who score the highest procurement points will be awarded the tender.

2.1 Format of proposal

The following should be given as minimum in the proposal:

2.1.1 Experience and expertise

The capacity and resources of the firm to undertake the identified project should be indicated. (This should include adequate proof of professional and Professional Indemnity cover).

Information must be given on the firm's experience in successfully completion of similar projects undertaken during the past 5 years. This must be done in the form of a detailed list containing the description of the projects, project value and client references.

The current expertise of the firm to undertake the tasks described above should also be given. Details of the firm's Project Management Plan should also be included.

These aspects should be covered in sufficient detail to assess the consultant's ability to execute the required tasks successfully.

2.1.2 Project team

A schedule of all technical personnel proposed for these projects is required. Information provided should include involvement in the project, their availability and hourly rate for work on a time and cost basis.

The Curricula Vitae of the key personnel in the project team are also required. The key personnel are regarded as those providing specialist input for the various components of the task. This includes the overall design, quality control, site supervision and the project leader.

The project team shall include training and exposure to the work at hand for persons of the Council's technical personnel, in order for them to gain experience.

2.1.3 Financial Proposal

The financial proposal for tender purposes shall be based on the following assumption: -

- (i) The professional fees on a percentage basis for the various components of the work. Professional fees must be calculated in accordance with ECSA Guidelines, Scope of services and Tariff of Fees.
- (ii) The reimbursable costs, which include transport, surveys, printing, typing etc.
- (iii) Provision for full-time site supervision (at least every second day) for the work and contract administration of all contracts. This must include all costs for the provision of accommodation, site offices, communication, travel, etc.
- (iv) Provision for regular (monthly) site visits for quality control and site meetings for the duration of the project.
- (v) Only tenderers who score more than 80% for functionality will be considered. 2.1.4

2.1.4 CLOSE OUT REPORT

The close out report shall include the report, as well as all drawings (in AutoCAD, DXF and PDF format) and all minutes and ancillary documentation (in Word/Excel and PDF format). The close out report and all ancillary documents and drawings shall be delivered within one month after completion of the project.

2.1.5 PAYMENT

2.1.6 All payments will be made upon satisfactory certificates signed by the Nongoma LM representative, subject thereto that the consultant / contractor has submitted an appropriate invoice, on the following basis:-

2.1.7

- 100% of the tendered price 30 days after satisfactory delivery in respect of vehicles and all ancillary equipment thereto; or

- Progress payments as contained in the "Form of Tender" agreement or "List of Quantity"; or

- 100% of the tendered price within 30 days after the satisfactory delivery of the goods and/or service; or

- Engineering Services will follow the ECSA guidelines excluding the monthly fees which must be clearly stipulated on the bill of quantity, namely:

- Inception	5%
- Concept and Viability	15%
- Design Development,	20%
- Documentation and Procurement	20%
- Contract Administration and inspection	35%
- Close-Out Report & as built drawings as may be applicable to the tender.	5%

3. INSPECTIONS BY TENDERER

The Tenderers must attend the tender clarification meeting to familiarize themselves that they are fully acquainted with the work described.

4. CHECKING OF DOCUMENTS

Before the Tenderer submits his Tender, he should check the number of pages and if any are found to be missing, or duplicated, or the figures or typing indistinct, or Schedule of Quantities contain any obvious errors, he/she should refer the matter to the NONGOMA MUNICIPALITY representative at once and have same rectified as no liability whatsoever will be admitted in respect of any error in the tender due to the foregoing. The NONGOMA MUNICIPALITY representative may send written instructions to all tenderers, which shall thereafter form part of these Conditions of Tender. No alterations shall be made to this document. a)

a. ACCEPTANCE OF TENDER

The lowest or any tender will not necessarily be accepted and the Nongoma Municipality reserves the right to accept the tender, which he deems to be the best. The whole or any part of a tender may be accepted. The employer is not obliged to state any reason for the rejection of any tender, be it as a whole or in part.

Bidders are required to:-

- Use the official Nongoma Municipality's bid documents;

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- Correctly complete the bid documents;
- Final submitted prices/discount/premiums must be stated;
- Furnish all further information required by the bid documents and to supply pamphlets, brochures and samples, etc, when required to do so
- Ensure that bid documents are completed and signed in black ink:
- Submit an Original Valid Tax Clearance Certificate (and submission of a new valid tax certificate as soon as the current one expires)
- Bids could be invalidated where bidders fail to submit signed "Declaration of Good Standing Regarding Tax"; and

5. VALIDITY AND COMMENCEMENT OF WORKS

All tenders shall be binding for a period of 90 (ninety) days from the closing date of the tender.

6. INFORMATION REQUIRED

All Tenderers shall supply full details regarding the following: a) Previous contracts completed. Tenderers must state for which authorities work was undertaken. b) All information as required in this document.

7. COMPLETION TIME

The successful tender shall ensure that the project(s) is/are completed not later than June of the relevant financial year.

8. SPECIAL CONDITIONS OF TENDER

Not applicable.

9. SAFETY

The provision of electrical consulting engineering service for safety is requested for detailed investigation, appointments of safety personnel, planning of monthly safety meeting, provision of reports, recording of incidents and accidents etc. The consultant will be expected to have in its employ an engineer with government certificate of compliance (GCC). The successful bidder will assume full responsibility of safety in Nongoma Municipality electricity infrastructure in terms of general machinery regulations.

10. TRAINING

Accredited training for NONGOMA MUNICIPALITY personnel is required and must be included in the pricing schedule:

All training shall consist of a theoretical & practical component. Bidders shall submit details on the training schedule offered as part of their offers. The successful bidder shall provide the necessary training facility.

DECLARATION I, THE UNDERSIGNED (NAME)

..... CERTIFY
THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY
ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

C. 81			
TENDER NO.	9/1-T09/2025/26		
		BIDDER (INITIAL)	EMPLOYER (INITIAL)

C3.5: ANNEXURES

.....
Position	Name of Bidder