



NGWATHE LOCAL MUNICIPALITY

TENDER NO. NLM: TEC 03 (02/2026)

**APPOINTMENT OF A PANEL OF CONSULTANTS FOR THE PROVISION OF
PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS
FOR A PERIOD OF 3 YEARS (COMMUNITY FACILITIES)
BASIS**

CLOSING DATE:	24.03.2026	TIME	12h00
NAME OF TENDERER			
CENTRAL SUPPLIER DATABASE NUMBER		MAAA	
TAX COMPLIANCE STATUS PIN			
TOTAL AMOUNT (MBD3.1)			
CONTACT PERSON			
TELEPHONE NUMBER			
FAX NUMBER			

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE : FINANCE		DIRECTORATE: TECHNICAL SERVICES	
R. Malamule		M.P Morokolo	
Supply Chain Management		DIRECTOR TECHNICAL SERVICES	
TEL. NUMBER	056 816 2700	TEL. NUMBER	056 816 2700
TENDER ISSUED BY			
Mr R Malumule		SUPPLY CHAIN MANAGEMENT	
MANAGER: SUPPLY CHAIN		TEL. NUMBER	056 816 2700
NGWATHE LOCAL MUNICIPALITY		P.O. BOX 359, LIEBENBERGSTREK, 9585	

PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

TENDER DETAILS

TENDER NUMBER	TENDER NO. NLM : TEC 03 (02/2026)					
TENDER TITLE	APPOINTMENT OF A PANEL OF CONSULTANTS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS (COMMUNITY FACILITIES)					
CLOSING DATE	24 March 2026		CLOSING TIME		12h00	
SITE MEETING	DATE	N/A	TIME	12:00	COMPULSORY	N/A
SITE MEETING ADDRESS	N/A					
CIDB GRADING REQUIRED	NO		LEVEL AND CATEGORY		NOT APPLICABLE	
TENDER DOCUMENT FEE	R1 500.00		PREFERENCE POINT SYSTEM		Functionality	
BID BOX SITUATED AT	NGWATHE LOCAL MUNICIPALITY MAIN BUILDING: LEFT-SIDE OF THE MAIN ENTRANCE					
OPERATING HOURS	The bid box is open during office hours, Monday to Fridays from 07h30 to 17h00 and Fridays from 07h30 to 17h00.					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.				

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bid (open tender)
2. **Tenders that are deposited in the incorrect box will not be considered.**
3. This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Preferential Procurement Policy Framework effective from 02 May 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452
4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

T1.1 TENDER NOTICE & INVITATION



NGWATHE LOCAL MUNICIPALITY
TENDER NO: NLM: TEC 03 (02/2026)

APPOINTMENT OF A PANEL OF CONSULTANTS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS (COMMUNITY FACILITIES)

CLOSING DATE: 24 March 2026 @12h00

Tenders are invited for the provision of professional services, **APPOINTMENT OF A PANEL OF CONSULTANTS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS (COMMUNITY FACILITIES)** as defined by the Scope of Services contained in the bid document.

Tender documents will be available as from **26 February 2026** from SCM offices, as a PDF the NGWATHE Municipality webpage (www.ngwathe.co.za), which must be downloaded, printed in colour and completed, however, a non-refundable tender document fee must still be paid. Completed documents must be submitted with a payment of a non-refundable tender amount of **R1 500.00** Only bank guaranteed cheques or cash will be accepted. Cheques shall be made payable to the Ngwathe Local Municipality.

Compulsory briefing session: N/A

Bids will be pre-qualified in accordance with functionality criteria as outlined in the tender. Only the bids that meet the minimum number of 70 points out of the total number of points for functionality will proceed to the price and preference goals evaluation stage.

The closing time for receipt of tenders is **at 12h00 on 24 March 2026**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Duly completed tender enclosed in a sealed envelope marked "**TENDER NO. APPOINTMENT OF A PANEL OF CONSULTANTS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS (COMMUNITY FACILITIES)**

with the name of the Tenderer, shall be deposited in the tender box provided at the Ngwathe Local Municipality on the P.O.BOX 359, liebenbergstrek, Parys, 9585, before **12h00 on 24 March 2026**. The tenders will be opened in public.

Technical queries may be directed to the the Director: Technical Services.

*A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the NLM Preferential Procurement Policy Framework effective from 02 May 2023 and also with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Ngwathe Local Municipality where **80 points** will be allocated in respect of price and **20 points** in respect PPPFA level of contribution.*

NB: Functionality will be used for evaluation criteria

Tenderers must have the necessary skills, experience and capacity to perform the required work. Tenderers must have the necessary skills, experience and capacity to perform the required work. Only those tenderers/bidders/company's who score a minimum score of **70 points** in respect of the functionality criteria will proceed to the price and preference goals evaluation stage.

No awards will be made to a person:

- Who is in the service of the state,
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state,
- Who is an advisor or consultant contracted with the municipality or municipal entity

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified):

- **Certified copy of Identity document be attached;**
- **Valid company tax clearance certificate be attached;**
- **Certified copy of the company registration certificate / founding certificate must be attached;**
- **Copy of company profile with clear references;**
- **PPPFA level (Attach copy of share certificate), and if applicable attach proof of disability;**
- **Proof of CSD registration report/CSD number;**
- **Valid letter of good standing (COIDA) must be attached;**
- **Audited annual financial statements for the past 3 years for the Bid above R10m;**
- **Copy of Professional Indemnity Insurance;**
- **Current Municipal rates & taxes account for company:**
 1. **For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure;**
 2. **For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure;**
- **Current Municipal rates & taxes information for the organizational directors to be attached and not in arrears for more than 90 days;**
- **Lease agreement together municipal account of the Landlord;**
- **All compulsory/ supplementary forms must be fully completed;**
- **For the briefing Session to be conducted; any queries must be directed to Managers/End Users;**
- **Failure to comply with the above-mentioned conditions may invalidate your bid.**

**DR FP MOTHAMAHA
MUNICIPAL MANAGER**

Date

**INVITATION TO TENDER & TENDER DETAILS
PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NGWATHE LOCAL MUNICIPALITY

BID NUMBER:	NLM: TEC 03 [02/2026]	CLOSING DATE:	24 March 2026	CLOSING TIME:	12h00
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DESCRIPTION **APPOINTMENT OF A PANEL OF CONSULTANTS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS (COMMUNITY FACILITIES)**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **NGWATHE LOCAL MUNICIPALITY, PARYS, LIEBENBERGSTREK, 9585**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
COMPANY SHARE CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	PROOF OF DISABILITY (IF APPLICABLE)		<input type="checkbox"/> Yes <input type="checkbox"/> No	

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the NLM Preferential Procurement Policy Framework effective from 02 May 2023

1. 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]	2. 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]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	Finance (SCM)	CONTACT PERSON	Me Patricia Morokolo
CONTACT PERSON	Richard Malumule	TELEPHONE NUMBER	056 816 2700
TELEPHONE NUMBER	056 816 2700	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	morokolop@ngwathe.co.za
E-MAIL ADDRESS	richardm@ngwathe.co.za		

**TERMS AND CONDITIONS FOR BIDDING
PART B**

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**
- THIS BID IS SUBJECT TO THE NLM PREFERENTIAL PROCUREMENT POLICY FRAMEWORK EFFECTIVE FROM 02 MAY 2023 IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS THAT WAS PROMULGATED BY THE MINISTER OF FINANCE ON 04 NOVEMBER 2022 IN GOVERNMENT GAZETTE NO 47452.
- 1.3. , THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 7.1	CONTRACT FORM – PURCHASE OF GOODS / WORKS	
MBD 7.2	CONTRACT FORM - RENDERING OF SERVICES	62
MBD 8	DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	65
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	67

THE CONTRACT 70

C1 AGREEMENTS AND CONTRACT DATA 71

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C1.1.1 FORM OF OFFER

C1.1.2 FORM OF ACCEPTANCE

C1.1.3 SCHEDULE OF DEVIATIONS

C1.2 CONTRACT DATA 77

PART 1 - DATA PROVIDED BY THE EMPLOYER

PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

C1.2 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

C2 PRICING DATA

C2.1 PRICING DATA.....

C2.2 PRICING SCHEDULE

C3 SCOPE OF WORKS

C3.1 EMPLOYERS OBJECTIVE

C3.2 SCOPE OF WORK

C3.3 OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

C3.4 BASIS OF PRE-QUALIFICATION

C3.5 BASIS FOR ALLOCATING WORK ASSIGNMENTS/FUNCTIONALITY/

FLOWCHART.....90

BIDDER'S TENDER DOCUMENTATION DECLARATION

* N/A These schedules do not need to be completed
 Draw solid line through schedules if not applicable

	Question	Requirement	Bidder's Response
1	Have you initialed all the pages of the tender document?	YES	*YES / NO
2	Have you completed and signed the returnable schedules?		
2.1	▪ Schedule 1 : Resolution of board of directors	YES	*YES / NO
2.2	▪ Schedule 2 : Resolution to enter into consortia or JV's	YES	*YES / NO
2.3	▪ Schedule 3 : Special resolution of consortia or JV's	YES	*YES / NO
2.4	▪ Schedule 4 : Schedule of proposed sub-contractors	YES	*YES / NO
2.5	▪ Schedule 5 : Commitments of tenderer	YES	*YES / NO
2.6	▪ Schedule 6 : Record of addenda to tender documents	YES	*YES / NO
2.7	▪ Schedule 7 : Clarification meeting attendance certificate	YES	*YES / NO
2.8	▪ Schedule 8 : Compulsory enterprise questionnaire	YES	*YES / NO
2.9	▪ Schedule 9 : Clearance certificate for water and lights	YES	*YES / NO
2.10	▪ Schedule 10 : Registration on Central Supplier Database	YES	* YES / NO
2.11	▪ Schedule 11 : Pre-Qualifying Conditions	YES	*YES / NO
3	Have you completed / signed and submitted all relevant information as requested by the evaluation schedules? (as and when required)	YES	*YES / NO
4	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	*YES / NO
5	Have you completed the questionnaire (MBD 5) regarding the declaration for procurement above R10-million and submitted your company's latest three years audited financial statements (as and when required)?	YES	*YES / NO
6	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your PPPFA claims. Have you submitted an original, valid or certified copy of your company's Share certificate to qualify for preference points?	YES	*YES / NO
7	Have you completed and sign the following form: MBD 6.2: Declaration certificate for local production and content for designated sectors:	NO	*YES / NO
8	Have you completed and signed the following form: MBD 7.1 Form - Contract form for purchase of goods / works? MBD 7.2 Form - Contract Form for rendering of services? (as and when required)	YES	*YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	*YES / NO
10	Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and/or Scope of Works?	YES	*YES / NO
11	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	YES	*YES / NO
12	Have you completed and signed Part 2 of C1.2 (Contract Data)?	YES	*YES / NO
13	Have you completed the MBD 3.3 form and carried over your tendered price (VAT inclusive) to Form of Offer (C1.1)?	YES	*YES / NO
14	Have you submitted the compulsory documents	YES	*YES / NO
15	Have you attached all required annexures as per C4 (page 89)	YES	*YES / NO

TENDER NO.	NLM: TEC 03 (02/2026)				
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BIDDER

WITNESS

EMPLOYER

WITNESS

	Question	Requirement	Bidder's Response
16	Have you attached all required documents relating to Joint Venture: <ul style="list-style-type: none"> • Signed Joint Venture Agreement • Combined Joint Venture shareholding certificate • Summary report of Central Supplier Database of JV 	YES	*YES / NO

BIDDER’S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.	
NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

TENDER NO.	NLM –TEC 02-07-25				
BIDDER		WITNESS		EMPLOYER	
WITNESS					

T1.2: TENDER DATA

CLAUSE NUMBER	
	<p>The Conditions of Tender is the Standard Conditions of Tender as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this Tender in the section T1.3 of the Tender Data.</p> <p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.</p>
F1.1	The employer is the Ngwathe Local Municipality
F1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the “Offer” section in the “Form of Offer and Acceptance” and delivering the single volume procurement document back to the Ngwathe Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the Employer comprise of the following:</p> <p>TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents T2.1- List of returnable documents T2.2 - Returnable schedules</p> <p>CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Occupational Health and Safety Agreement</p> <p>Part C2: Pricing Schedule C2.1 Pricing Data C2.2 Pricing Schedule</p> <p>Part C3: Scope of work C3.1 Employers Objectives C3.2 Scope of work C3.3 Occupational Health and Safety Conditions C3.4 Basis of Pre-Qualification</p>

TENDER NO.	NLM: TEC 03 (02/2026)				
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BIDDER

WITNESS

EMPLOYER

WITNESS

<p>F1.4</p>	<p>The employer's agent is: Name : : Ms M.P Morokolo Capacity : Director Technical Services Address : Ngwathe Local Municipality P.O. Box 359, Liebenbergstrek Tel: (056) 816 2700 Fax:(056) 816 2700 E-mail: morokolo@ngwathe.co.za</p>								
<p>F1.6.2.1</p>	<p>A competitive negotiation procedure will not be followed</p>								
<p>F.2.1</p>	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> 1. Tenderer is registered on the Central Supplier Database 2. Tenderer is qualified and professionally registered for the service to be provided 3. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project <p>Only those tenderers who score a minimum score of 70 points in respect of the following functionality criteria will proceed to the price and PPPFA scoring.</p> <table border="1" data-bbox="316 817 1492 1971"> <thead> <tr> <th data-bbox="316 817 1292 987" style="background-color: #f4a460;">Scoring of functionality</th> <th data-bbox="1292 817 1492 987">Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 987 1292 1366"> <p>TENDERER EXPERIENCE Previous relevant experience on Private/public sector:</p> <p><i>3 Projects submitted – 15 points</i> <i>4 Projects submitted – 20 points</i> <i>5 Projects submitted – 25 points</i></p> <p>Attach appointment letters on letter head and practical/completion certificates / reference letters. Minimum of 3 projects within the last 5 years.</p> </td> <td data-bbox="1292 987 1492 1366" style="text-align: center; vertical-align: middle;"> <p>25</p> </td> </tr> <tr> <td data-bbox="316 1366 1292 1836"> <p>EXPERIENCE & EXPERTISE OF KEY STAFF (ADEQUACY) Minimum of four years post qualification experience</p> <p><i>B-Tech or Degree or higher qualification in: Civil Engineering / Architecture / Electrical / Town & Regional Planning – 15 points</i></p> <p><i>National Diploma in: Civil Engineering / Architecture / Electrical / Town & Regional Planning – 10 points</i></p> <p><i>Project Management Certificate – 5 points</i></p> <p>Attach CV, certified qualifications & certified ID document of the above personnel</p> </td> <td data-bbox="1292 1366 1492 1836" style="text-align: center; vertical-align: middle;"> <p>30</p> </td> </tr> <tr> <td data-bbox="316 1836 1292 1971"> <p>TECHNICAL APPROACH / PLAN / METHODOLOGY</p> <p>Scope of works – 5 points Business plan preparation – 5 points</p> </td> <td data-bbox="1292 1836 1492 1971" style="text-align: center; vertical-align: middle;"> <p>20</p> </td> </tr> </tbody> </table>	Scoring of functionality	Maximum number of tender evaluation points	<p>TENDERER EXPERIENCE Previous relevant experience on Private/public sector:</p> <p><i>3 Projects submitted – 15 points</i> <i>4 Projects submitted – 20 points</i> <i>5 Projects submitted – 25 points</i></p> <p>Attach appointment letters on letter head and practical/completion certificates / reference letters. Minimum of 3 projects within the last 5 years.</p>	<p>25</p>	<p>EXPERIENCE & EXPERTISE OF KEY STAFF (ADEQUACY) Minimum of four years post qualification experience</p> <p><i>B-Tech or Degree or higher qualification in: Civil Engineering / Architecture / Electrical / Town & Regional Planning – 15 points</i></p> <p><i>National Diploma in: Civil Engineering / Architecture / Electrical / Town & Regional Planning – 10 points</i></p> <p><i>Project Management Certificate – 5 points</i></p> <p>Attach CV, certified qualifications & certified ID document of the above personnel</p>	<p>30</p>	<p>TECHNICAL APPROACH / PLAN / METHODOLOGY</p> <p>Scope of works – 5 points Business plan preparation – 5 points</p>	<p>20</p>
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<p>TECHNICAL APPROACH / PLAN / METHODOLOGY</p> <p>Scope of works – 5 points Business plan preparation – 5 points</p>	<p>20</p>								

TENDER NO.	NLM: TEC 03 (02/2026)				
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BIDDER

WITNESS

EMPLOYER

WITNESS

	<p>Project management – 5 points Skills transfer and capacity building – 5 points</p> <p>Attach your detailed technical approach / plan / methodology per item, on how you will handle the above technical areas</p>	
	<p>PROFESSIONAL REGISTRATION OF MEMBERS WITH STATUTORY INSTITUTIONS OF BUILT ENVIRONMENT (ECSA or SACPCMP/PMP or SAS or SACAP)</p> <p><i>At least One Director of the company registered with Professional body – 10 points</i></p> <p><i>Two Employee registered with a Professional Body – 10 points</i> <i>One Employee registered with a Professional Body – 5 points</i></p> <p>Attach CV, certified Qualifications, Proof of professional registration and certified copies of ID Documents of the above Personnel</p>	25
	Maximum total evaluation points for quality points	70
	Total points	100
F2.7	<p>The arrangements for the <u>compulsory</u> clarification meeting are:</p> <p>Location: N/A</p> <p>Date: N/A</p> <p>Starting time: N/A</p>	
F2.8	The closing time for submission of tender offers is as indicated in the tender notice	
F2.12.1	No alternative offers will be accepted	
F2.13.3	Additional copies of the tender offer will not be required	
F2.13.5 F2.13.7	<p>The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box: Ngwathe Local Municipality Physical address: leibenbergstrek, Parys, 9585, Main Building, Municipal Offices</p> <p><u>Identification details:</u> As indicated in the tender notice</p>	
F2.13.6 F3.5	A two-envelope procedure will not be followed.	
F2.19	The site of works is located at Ngwathe Local Municipality Boundaries	
F2.22	Not a requirement.	
F2.23	a) The tenderer is required to submit with his tender a printed / copy of Tax Clearance Certificate OR tax compliance status PIN issued by the South African Revenue Services	
F3.4	The location for opening of the tender offers, immediately after the closing time thereof	

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	shall be at: Time: 12h00 on 24 March 2026 Location: Municipal Building, Forum Building
F3.11	The procedure for the evaluation of responsive tenders is Method 2. The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1.
F3.13.1	Tender offers will only be accepted if: <ul style="list-style-type: none"> b) the tenderer has in his or her possession a printed / copy of Tax Clearance Certificate OR tax compliance status PIN issued by the South African Revenue Services the tenderer is not in arrears for more than 3 months with municipal ates and taxes and municipal service charges; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect. e) it is considered that the performance of the services will not be compromised through any conflict of interest.
F3.17	The number of paper copies of the signed Contract to be provided by the Employer is one.

T1.3: STANDARD CONDITIONS OF TENDER

CIDB STANDARD CONDITIONS OF TENDER (January 2009 edition) as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009.

F.1 GENERAL

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in **F.2** and **F.3**, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of

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impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 **Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 **Interpretation**

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - ii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent

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only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 *Replace Clause F.1.6.1 General with the following:*

All tenderers that have met the pre-qualification criteria will be further evaluated on price and preference. Through the municipal adjudication process, successful tenderers will be admitted to a roster and placed in one or more of the above-mentioned categories.

Consultants on the roster (and within the applicable work category), will be requested to submit the information by the stipulated due date. A functionality evaluation will be carried out to ascertain whether adequate resources are available to successfully complete the individual assignment.

Only consultants who score a minimum of 70 points for functionality be considered for the individual assignment. The consultant's preference points and pricing, as adjudicated will then be taken into account for the allocation of the individual work assignment

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 A competitive negotiation procedure will not be followed.

F.1.6.2.2 A two – envelope procedure will not be followed.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of **F.3.11** and **F.3.13** after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage

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negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 *Add to Clause F2.1.1*

Tenderers who meet the following pre-qualifying criteria are eligible to submit tenders:

1. Only those tenderers who have the following personnel in the full time, permanent employment are eligible to submit tender:
 - A Project Leader who is a registered Professional Engineer or registered Professional Technologist, with a minimum of 10 years verifiable post graduate experience in the provision of consulting engineering services and project management of Municipal Infrastructure. The person must verify competence through both experience and post graduate qualification and/or completion of relevant courses.
 - A Design or Contract Engineer / Technologist who are registered Professional Engineer / Technologist / Technician with a minimum of 5 years verifiable post graduate experience in municipal infrastructure projects.
 - Technical staff who are qualified Engineers / Technologists / Technicians with a minimum of 5 years verifiable post graduate experience in contract supervision in municipal infrastructure projects.

Key personnel will be expected to operate out of the local office and carry out works in line with the requirements of an individual assignment.

2. Tenderers must have a minimum of 5 years' experience in one or more of the work categories as listed below.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

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F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

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F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

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F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **F.2.13** with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause **F.2.17** does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

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F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 *Add to clause F.2.20:*

Professional indemnity insurance

Proof of Professional Indemnity Insurance is not required at tender stage. The Consultant must provide proof that the necessary insurance is in place when being considered for an individual assignment. The extent of the Professional Indemnity Insurance required will be specific to the requirement of an individual assignment.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 THE EMPLOYER’S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

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F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and

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c) Is responsive to the other requirements of the tender documents.

F.3.8.2

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **F.3.11** for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) The summation of the prices.

F.3.9.3

Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4

Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

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F.3.11 EVALUATION OF TENDER OFFERS

F.3.11.1 *Add to clause F.3.11.1:*

The procedure for the evaluation of responsive Tenders is Method 2.

Preference points must be claimed in terms of the preferential procurement Regulations 2017 – Purchases / Services 80/20. Form MBD 6.1 must be completed and submitted for the purpose of obtaining preference points. Should the MBD 6.1 not be completed and submitted, the tenderer will forfeit the points allocated in terms of these specific goals.

Tenderers are required to complete and submit information on pre-qualifying conditions as listed in the Returnable Schedules for admission onto the roster. The pre-qualification schedule must be completed in full, where incomplete schedules are submitted, or false information provided, tenderers may be disqualified.

The following pre-qualifying conditions are applicable:

1.	Selecting one or more of the work categories.
2.	Expertise of Key Personnel (described in F.2.1.1.2, specialising in one or more of the selected work categories)
3.	Tenderer experience in one or more of the selected work categories as described in F2.1.1.3

Please refer to Pre-qualifying Schedules contained in the Returnable Schedule for further details.

The Municipality endeavours to appoint tenderers who have experiences and internal staff who specialise in categories listed below. Consultants are therefore required to select from the list below, one or more of the categories following:

- 1) Traffic Engineering and Transport Planning
- 2) Environmental Services
- 3) Solid Waste Management Services
- 4) Electrical Engineering Services – MV/LV Reticulation
- 5) Sports and Recreation Projects
- 6) Structural Engineering Services including Building Facilities

Please refer to Part C3: Scope of Works, C3.4 Basis of Prequalification and C3.5 basis of Allocating Work Assignments for further information.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of **F.3.11.7** and **F.3.11.8**.

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- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with **F.3.11.8**.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of **F.3.11.7** and **F.3.11.9**, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with **F.3.11.9**.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

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F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of **F.3.11.7** to **F.3.11.9**, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with **F.3.11.8**.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with **F.3.11.9**.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = 1 + \frac{(P-P_m)}{P_m}$	$A = \frac{P}{P_m}$
2	Lowest price or percentage commission / fee	$A = 1 - \frac{(P-P_m)}{P_m}$	$A = \frac{P_m}{P}$
P_m	=	the comparative offer of the most favourable tender offer.	
P	=	the comparative offer of tender offer under consideration	

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

Where: S_Q is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide. **F.3.13**

Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial

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capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.13 *Add to clause F3.13.1 the following:*

- g) The tenderer has submitted an original valid Tax Clearance Certificate or PIN number issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- h) The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- i) The Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to perform on any previous contract and has been given a written notice to this effect;
- j) The Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- k) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- l) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender

F.3.14 **Prepare contract documents**

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) Other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 **Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 **Notice to unsuccessful tenderers**

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F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.16.3 Unsuccessful forms / documents will be disposed of after 24 months.

F.3.17 **Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 **Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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T2.1 LIST OF RETURNABLE DOCUMENTS

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Schedule 3 : Special Resolution of Consortia or JV's
- 1.4 Schedule 4 : Schedule of proposed sub-contractors
- 1.5 Schedule 5 : Commitments of tenderer
- 1.6 Schedule 6 : Record of addenda to tender documents
- 1.7 Schedule 7 : Clarification meeting attendance certificate
- 1.8 Schedule 8 : Compulsory enterprise questionnaire
- 1.9 Schedule 9 : Clearance certificate for water & lights
- 1.10 Schedule 10 : Registration on Central Supplier Database
- 1.11 Schedule 11 : Pre-Qualifying Conditions

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 1 : Tax compliance requirements
- 2.2 MBD 4 : Declaration of interest
- 2.3 MBD 5 : Declaration for procurement above R10-million
- 2.4 MBD 6.1 : Preference certificate
- 2.5 MBD 6.2 : Declaration certificate for local production and content for designated sectors
- 2.6 MBD 7.2 : Contract form for purchase of goods / works
- 2.7 MBD 7.1 : Contract form for rendering of Services
- 2.8 MBD 8 : Declaration of bidder's past supply chain management practices
- 2.9 MBD 9 : Certificate of Independent Bid Determine

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T2.2 RETURNABLE SCHEDULES

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**T2.2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION
PURPOSES**

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SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

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

RESOLVED that:

1.	The enterprise submits a bid / tender, in consortium / joint venture with the following enterprises:	
	(List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture)	
	To the to the Ngwathe Local Municipality in respect of the following project	
2.	Mr/Mrs/Ms	
	in his/her capacity as	(Position in the Enterprise)
	and who will sign as follows	(Authorized Signature)
2.1	be, and is hereby, authorized to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium / joint venture, in respect of the project described under item 1 above.	
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above.	
2.3	The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above	
	i) Physical address	
	ii) Postal address	
		(Code)
	iii) Telephone number	

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SCHEDULE 3

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below:

	Legal Entities (Enterprise) Name	Entity Registration Number	Authorized Signature
1			
2			
3			
4			

Held at		(place)
On		(date)

RESOLVED that:

1.	The above-mentioned enterprises submit a bid in consortium / joint venture to the Ngwathe Municipality in respect of the following project	
	Mr/Mrs/Ms	
	in his/her capacity as	(Position in the Enterprise)
2.	and who will sign as follows	(Authorized Signature)
	be, and is hereby, authorized to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract, and any and all documentation, resulting from the award of the bid to the enterprises in consortium /joint venture mentioned above.	

(a) The enterprises constituting the consortium / joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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- (b) The enterprises to the consortium / joint venture accept joint and several liabilities for the due fulfillment of the obligations of the consortium / joint venture deriving from, and in any way connected with, the contract entered into with the municipality in respect of the project described under item 1 above.

Any of the enterprises to the consortium / joint venture intending to terminate the consortium / joint venture agreement, for whatever reason, shall give the department 30 days written notice of such intention. Notwithstanding such decision to terminate, the enterprises shall remain jointly and severally liable to the

- (c) municipality for the due fulfillment of the obligations of the consortium / joint venture as mentioned under item C above.
- (d) No enterprise to the consortium / joint venture shall, without the prior written consent of the other enterprises to the consortium / joint venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium / joint venture agreement in relation to the contract with the municipality referred to herein.
- (e) The enterprises choose as the *domicilium citandi et executandi* of the consortium / joint venture for all purposes arising from the consortium / joint venture agreement and the contract with the municipality in respect of the project under item A above:

Physical address	
Postal address	
	(Code)
Telephone number	
Fax Number	

Note

1. *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the duly authorized representatives of the Legal Entities to the consortium / joint venture submitting this bid*
3. *Should the number of duly authorized representatives of the legal entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate enterprises who participate in this consortium / joint venture must be attached to the special resolution.*

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SCHEDULE 4

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

NAME OF ORGANIZATION	
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SCHEDULE 5

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

Current Projects / Contract	Organization	Contact Person Name	Contact Tel. No.	Contract Amount	Contract Period	Date of Commence-ment	Scheduled Date of Completion
1.							
2.							
3.							
4.							
5.							

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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SCHEDULE 6

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the Ngwathe Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

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

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

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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SCHEDULE 7

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that, I	
representing	
in the company of	
attended the clarification meeting on	Not Applicable

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

NAME OF MUNICIPAL REPRESENTATIVE	SIGNATURE	DATE

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SCHEDULE 8

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: Particulars of sole proprietors and partners in partnerships			
No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 4: Particulars of companies and close corporations			
4.1	Company Registration number		
4.2	Close corporation number		
4.3	Tax reference number		
Section 5: 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:			
		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)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province		An employee of Parliament or a provincial legislature	

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A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	
Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a 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 been in the service of any of the following:

A member of any municipal council		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)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

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

The undersigned, who warrants that he/she is duly 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 the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating 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 appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers 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.

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Note: insert separate page if necessary

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

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SCHEDULE 9

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	<u>If yes, please attached proof in the form of the original or copy of the bidder's municipal rates and taxes account not older than 3 months</u>		
4.	Does the bidder lease / rent the property where the business is situated?		
5.	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	<u>Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof</u>		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

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SCHEDULE 10

NOTICE OF SUPPLY CHAIN MANAGEMENT APPLICATION FOR REGISTRATION ON CENTRAL SUPPLIER DATABASE

Section 14(1)(a) of the municipal supply chain management policy states that the municipality may only transact with vendors registered on the National Treasure Central Supplier Database.”

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Ngwathe Local Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate).

QUESTIONS		YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	▪ CSD registration number	MAAA	
2.2	▪ Unique CSD number		
3.	Enquiries related to par. 2.1 and 2.2 can be made to Ms. Martha Makoala and Thembi Jiyane at (013) 2497309 / 2497164		
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			
5.	VERIFICATION BY NGWATHE LOCAL MUNICIPALITY OFFICIAL		
I, (insert full name)			
in the capacity as			
hereby confirms that the information submitted by the service provider was verified with the Central Supplier Database and found as correct to be the best of my knowledge			
SIGNATURE			

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SCHEDULE 11 PRE-QUALIFYING CONDITIONS

1. Work Category

Tenderers are to select one or more of the following work categories

Categories Required		Tender to mark with "X" where applicable
1	TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING	
2	WATER & WASTE WATER - NETWORK DISTRIBUTION	
3	WATER AND WASTE WATER SERVICES – BULK SERVICES	
4	WATER AND WASTE WATER SERVICES – PLANNING	
5	ENVIRONMENTAL SERVICES	
6	SOLID WASTE MANAGEMENT SERVICES	
7	MUNICIPAL ELECTRICAL ENGINEERING SERVICES-HIGH VOLTAGE	
8	MUNICIPAL ELECTRICAL ENGINEERING SERVICES - MV AND LV RETICULATION	
9	MUNICIPAL ELECTRICAL ENGINEERING SERVICES - PLANNING	
10	STRUCTURAL ENGINEERING SERVICES	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

2. Expertise of Key Personnel

Tenderer to provide information (as described in F2.1.1.2 of the tender data) in the format below, for one or more of selected work categories.

TENDERER TO INDICATE CATEGORY:		
.....		
	Name and ECSA registration (where applicable)	Years' Experience
PROJECT LEADER: Name:		
.....		
PROJECT ENGINEER/NAME:		
.....		

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TECHNICAL STAFF NAME:			
PRINT NAME:		
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

3. Tenders Relevant Experience

Tenderer to provide information, described in F2.1.1.3 of the Tender Data, illustrating all projects undertaken (within one or more of the selected categories) in the past 5 years.

TENDERER TO INDICATE CATEGORY						
.....						
Title	Fee value (VAT included)	Duration (from-to)	STAGE OF PROJECT COMPLETED (i.e. report stage, prelim design, detail design, contract administration.	Description	Client	Contact reference and phone no

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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MBD 4

DECLARATION OF INTEREST

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

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state? If yes, please furnish particulars :	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organization		

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3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	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? If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i> If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		

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3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"¹ In the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>"² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

Full Name	Identity Number	State Employee Number

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MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10-MILLION
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

		Tick applicable box	
1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

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CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed /**not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) PPPFA Level of Contributor.

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

	POINTS
PRICE	80
PPPFA STATUS LEVEL OF CONTRIBUTOR	20
Total points	100

1.5 Failure on the part of a bidder to submit proof of Share certificate for PPPFA Status level of contributor together with the bid, will be interpreted to mean that preference points for PPPFA status level of contribution are not claimed.

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

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Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the PPPFA status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the PPPFA status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE: ADDRESS

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		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

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

- I hereby undertake to render the services as described in the attached bidding documents to Ngwathe Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **NLM: TEC 03 (02/2026)** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Preferential Procurement Policy Framework Act Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - Service Level Agreement
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. 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.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

TENDER NO.	NLM: TEC 03 (02/2026)				
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MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ²Collusive 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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.**

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

APPOINTMENT OF A PANEL OF CONSULTANTS FOR THE PROVISION OF PROFESSIONAL SERVICES ON MUNICIPAL INFRASTRUCTURE PROJECTS FOR A PERIOD OF 3 YEARS (COMMUNITY FACILITIES)

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:

NAME OF REPRESENTATIVE

that:

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

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as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid;
or
 - 7.6 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.
- ³ **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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THE CONTRACT

TENDER NO.	NLM: TEC 03 (02/2026)				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C1 AGREEMENTS AND CONTRACT DATA

TENDER NO.	NLM: TEC 03 (02/2026)				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.1 FORM OF OFFER & ACCEPTANCE

C1.1.1 FORM OF OFFER

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES						NO	
If "YES", please provide VAT number								

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **NLM: TEC 03 (02/2026)**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING TOTAL PRICE INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

WATER AND WASTE WATER – NETWORK DISTRIBUTION TOTAL PRICE INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

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STRUCTURAL ENGINEERING SERVICES TOTAL PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		

C1.1.2 FORM OF ACCEPTANCE

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

1.1.2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

1.1.2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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Signature(s):		
Name(s):		
Capacity:		
For the Employer:	NGWATHE LOCAL MUNICIPALITY, PARYS, LIEBENBERGSTREK, 9585	
Name of witness:		Date:
Signature of witness:		

C1.1.3 SCHEDULE OF DEVIATIONS

STANDARIZED ITEMS OF SCHEDULE OF DEVIATIONS:

- Any clarification of the terms of the offer provided by the tenderer in writing
- Any clarification, confirmation or changes to the documents provided by the Employer in writing prior to or simultaneous with award / written acceptance of the offer,
- Any amendments to the draft Service Level Agreement included in the tender document as agreed and undersigned by the parties after award / written acceptance of offer.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	

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By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of written acceptance of its offer this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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PART C1.2 CONTRACT DATA

The Standard Professional Services Contract (July 2009, Third Edition of CIDB document 1014), published by the Construction Industry Development Board, is applicable to this Contract.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za.

The following supporting specifications forms part of the contract document:

1. DEFINITIONS

Parties:

The Employer is the Ngwathe Local Municipality

The authorised and designated representative of the Employer is DR. F.P MOTHAMAHA

The address for receipt of communications is:

Tel: 056 816 2700

Fax: 056 811 2046

E-mail: mmadmin@ngwathe.co.za

Address: P.O.BOX 359, Liebenbergstrek, Parys, 9585

3. GENERAL

Add to Clause 3.5:

The location for the performance of the services shall be within the Ngwathe Local Municipal Area. No specific site information will be given in this section as specific work packages will be allocated to successful bidders.

Add to Clause 3.6:

The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

Add to Clause 3.12.1:

The penalty for failing to complete any stage of the project as defined in the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, 2000, (Act No 46 of 2000) as published in the applicable Government Gazette, will be equal to the portion of the fee payable for that stage, plus any additional cost the Employer may have in order to have the stage completed. The maximum amount will be equal to the portion of fee payable when, failing to complete, any 2 stages of the project.

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Add to Clause 3.15:

The Programme shall be submitted within 14 days of award of an assignment.

Add to Clause 3.16.1:

Time based fees will be the latest fees as published by the Department of Public Services and Administration.

5. SERVICE PROVIDERS OBLIGATIONS

Add clause 5.1.3

The Service Provider must ensure that the Occupational Health and Safety Agreement is valid and in place before appointment of an Individual Assignment. Appointments cannot be made where the Occupational Health and Safety agreement is not in place.

Add clause 5.1.4

Consultants and their work must abide to the Code of Conduct, Board Notice 41 of 2017, by the Engineering Council of South Africa, as per the Engineering Profession Act, Act 46 of 2000. As such, the actions and work performed by Consultants must result in projects that will work (and perform its function) as was required, originally per scope of tender or as altered thereafter with the approval of the Municipality. Consultants must ensure that all designs, measures and material chosen will perform as expected (by the Municipality) and as per the current prevailing local conditions. The completed project must perform as required and within the particular conditions, (including known political conditions) within and around the Municipality. The Consultants will take responsibility that the project will perform as required within such conditions. Consultants will take full responsibility for any design faults or misperceptions resulting in a project not performing as specified and will be held liable if such requested specification and operations are not achieved.

Add clause 5.1.5

The Municipality will not be held liable for any claims whatsoever, arising due to errors made by the appointed Engineer/ Employers Agent Representative in their execution of their duties, their overall Design, their Bill of Quantities, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements and/or approvals not complied to. In the event that a claim for an extension of time made by the Contractor is found to be attributable to the negligence of the Engineer/ Employers Agent Representative, the Employer shall reimburse the Contractor for the claim, and subsequently recover the amount from the Employers Agent.

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Add to clause 5.4.1

The Service Provider shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least twice the fee amount provided for each assignment in respect of a claim, without limit to the number of claims. The Bidder must provide proof of such insurance to the Employers Agent Representative within 14 (fourteen) days after the notification of acceptance of the Assignment.

For projects that have significant impacts, the Municipality may request additional Professional Indemnity. Such projects may therefore have additional Professional Indemnity requirements that will be determined by the Municipality when the scope of works is compiled.

Add to clause 5.5

The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:

- Appointment of a subcontractor that did not form part of the tender.
- Execution of additional services.
- Incurring of recoverable expenses not included in the Pricing Schedule.
- Nominating the Engineer’s Representative and site staff for construction monitoring.
- Delegation of Engineer’s authority.
- The issuing of Variation Orders.
- Suspend the progress of the works.
- Ruling on a contractor’s claim.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

Replace clause 8.1

The Service Provider shall commence with the performance of the services within 10 days after the acceptance of the Letter of Appointment. Consultant’s performance will be evaluated on a monthly basis. In the event of poor performance, the “ Employer” reserve the to appoint a third party expert, at the expense of the service provider, to assist and ensure timely completion of the remaining scope of work.

Add clause 8.1.1

The service provider shall ensure compliance with the risk management requirements by submitting a monthly report to the Employer, detailing the current risk register and outlining the progress of the risk assessment plan.

The monthly report shall include, but not be limited to:

- *An updated risk register, highlighting any new, changed, or mitigated risks*
- *A summary of the risk assessment plan, including any revisions or updates*
- *A description of the controls and mitigation measures implemented to manage identified risks*
- *Recommendations for further risk reduction or mitigation measures*

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Replace clause 8.4, Except as otherwise provided in Clause 8.4.1(a) and (b)

Appointment of a third party due to poor performance. The Service provider’s performances will be closely monitored and reported on monthly basis. Non-conformance to specifications, timeframes or requirements stated by the Municipality may result in appointing a third party expert, at the expense of the service provider, to assist and ensure timely completion of the whole contract.

The following scoring will be applicable:

Scoring of 3: Quality of Service delivery as agreed, deviations are managed as mutually agreed.

- Compliance to most undertakings, duties, obligations and requirements as set out in the Main Agreement and Annexures;
- Progress with all projects and new service requests are on target;
- All Service failure events during month resolved within agreed time frames and preventative measures are proposed by Service Provider.

Scoring of 2: Quality of Service delivery in compliance with Agreement; but requires more management and focus from Service Provider:

- Progress with projects and new service requests are on or not on target;
- Service failure events are not resolved in agreed time frames and preventative measures for implementation are not proposed by Services Provider.

Scoring of 1: Quality of Service delivery totally unacceptable; Consider appointing a third party expert to assist and ensure timely completion of the whole contract.

- Non-compliances, progress with projects and new service request and service failure events worse than for rating 2;
- Commitment from Service Provider to resolve outstanding issues is lacking;
- Skills and resources to deliver a quality service are inadequate;
- Participation in contract governance, service management and effective communication is lacking or inadequate.

In the event that a service provider achieves a scoring of 1, on more than 2 occasion, the employer reserves the right to immediately appoint a third-party expert to oversee and rectify the situation at the expense of the service provider.

The period of performance shall be the approved duration of the Individual Assignment, where the individual assignment / project duration overruns and continues after the expiry date of this tender, the contract shall be concluded when the service provider has completed all deliverables in accordance with the Scope of Work.

Addition to clause 8.4.3(c)

The period of suspension under clause 8.5 is not to exceed 90 days.

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Add clause 8.4.6

Where a project has been awarded on the strength of the information furnished by the consultant which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Client may, in addition to any other legal remedy it may have, terminate the award and recover from the consultant as far as possible all costs, losses or damages incurred or sustained by the Client as a result of the appointment under this contract.

12. RESOLUTION OF DISPUTES

Add to clause 12.1.2:

First instance referral to be mediation.

Add to clause 12.4.2:

In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Association of Arbitrators (Southern Africa).

13. LIABILITY

Clause 13.1.3

All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of twice the amount of their professional fees.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

Add Clause 14.5

Should the tender prices be higher than the available funds, the Client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

15. ADDITIONAL CONDITIONS OF CONTRACT

15.1 The Client would endeavour to achieve a degree of equity among the listed consultants, successive individual assignments, within the same category, will therefore not be made to the same consultant.

15.2 In an endeavour to promote fairness and transparency, consultants must submit proposals for all requests for technical proposals received, should a consultant:

- fail to submit a proposal when requested;
- submit botched proposal;
- submit proposals after the due date;

detailed reasons must be provided. The Client will evaluate the reasons provided - to determine whether the reasons can be deemed valid or not. A consultant may forfeit a work opportunity (and only be eligible

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again once all other qualifying consultants, within the relevant category, have been allocated assignments), should the reasons provided not be deemed valid.

15.3 Work Assignments may be allocated at the discretion of the Client. For example, to assignments could be allocated to a consultant on the roster in order to promote continuity where the consultant has had been involvement in previous work associated with the assignment. Assignments may not necessarily be awarded to all consultants included on the roster.

15.4 The Client reserves the right to appoint professional Consulting Engineers, through other procurement means, without making use of the results of this tender, whether such projects could be construed as falling within the ambit of this tender or not.

15.5 The compilation of the scope of works and the accompanying services required by the Service provider must align with the project stage deliverables as described in the latest Guidelines for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as well as Annexure A of the Local Government Framework for Infrastructure Delivery and Procurement Management (most recent publication)

15.6 The period of performance shall be the approved duration of the project, where the project duration overruns and continues after the expiry date of this tender, the contract shall be concluded when the service provider has completed all deliverables in accordance with the Scope of Work.

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1) Subject _____

Details _____

2) Subject _____

Details _____

3) Subject _____

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Details _____

4) Subject _____

Details _____

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN NGWATHE LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
,(Contractor/Mandataray/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,
.....
, representing

..... , as an
Employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:
.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Municipalities Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any Subconsultants, Main contractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with

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the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day

of.....20....

Witness

Mandatory

Signed at..... on the.....day

of.....20

Witness

for and on behalf of

NGWATHE L MUNICIPALITY

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PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is: _____

Address: _____

Telephone: _____

Facsimile: _____

The authorised and designated representative of the Service Provider is:

Name: _____

The address for receipt of communications is:

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

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C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

- 1) Due to cost containment regulations, only time-based fees will be utilized. Fees will be based on the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, 2000, (Act No 46 of 2000) as published in Government Gazette 38324, 12 December 2014 or as published in the latest, most recent applicable Government Gazette.
- 2) ECSA time-based fees will be applicable to all stages of the project, and will also apply to construction monitoring / site supervision.
- 3) Consultants may provide a discount on the fees as published by ECSA. **The maximum allowable discount is 15%.**
- 4) The latest Guidelines for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) must be used to determine the applicable Category (Clause 4.2) for the registered person(s) working on a Municipal project.
- 5) The discount offered on Consultant fees shall be equally applicable to all ECSA Categories (i.e. discount applicable to ECSA Category A will be the same for ECSA categories B, C, D & E).
- 6) The latest Guidelines for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) can be used as a reference to set out the various stages of a project and estimating the applicable consultant fee.
- 7) Travelling Cost and Typing and duplication will be the latest tariffs and fees as issued by Department of Public Works (DPW). The maximum allowable discount of 15% is applicable to Travelling Cost as well as Typing and Duplication.
- 8) All tenderers must establish a local office in Ngwathe Local or the surrounding area to be considered for an assignment. Additional payments will not be made for the following
 - Subsistence allowance
 - Travelling time and cost for travelling between the consultant's offices, Ngwathe Local municipal offices and the main work site is excluded.
 - Travelling cost directly related to carrying out of the duties of an assignment (i.e. travelling between work sites and site supervision) will be claimable.
- 9) Vehicle type to suite individual site conditions and will be agreed upon per individual assignment.
- 10) The estimated consultant fees in the tables below are provided for evaluation purposes only. Tenderers are to add only the discount applicable on ECSA and DPW rates, that is offered for :
 - Consultant fees and construction monitoring
 - Travelling
 - Disbursements and Recoverable costs
- 11) Where additional specialist services are required during the course of undertaking an individual assignment, (such as survey, geotechnical investigation etc.) actual cost incurred plus 10% mark-up will be applicable. Where possible fees of such specialist must be in line with standardised rates that have been determined by professional institutes or associations established in terms of legislation.

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C2.2: PRICING SCHEDULE OF FEES AND DISBURSEMENTS

NOTE: Project costing will be in line with ECSA guidelines. Guideline Scope of Services and Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000). As per GOVERNMENT GAZETTE, 16 May 2025

Fees Offered for Various Projects

Item no.	Description	Unit	Rate	Amount
NB: STAGE 1 to 6 will be in accordance with ECSA guidelines				
1	Additional Services			
1.1	Detailed geotechnical investigation	Sum		
1.2	Surveying in addition to standard design surveys	Sum		
1.3	Construction monitoring level 3	month		
1.4	Environmental authorisation coordination (EIA, EMP, etc.)	Sum		
1.5	Health & Safety - in terms of construction regulations	Sum		
1.6	Borehole drilling, logging - per borehole	no.		
SUB-TOTAL CARRIED TO SUMMARY				
2	Specialist Studies			
2.1	Value engineering studies	Sum		
2.2	Heritage specialist coordination	Sum		
SUB-TOTAL CARRIED TO SUMMARY				
3	Land & Legal Services			
3.1	Land surveys beyond standard need	Sum		
3.2	Special wayleave applications	Sum		
3.3	Servitude establishment	Sum		
3.4	Rezoning support documents	Sum		
3.5	Expropriation documentation	Sum		
SUB-TOTAL CARRIED TO SUMMARY				
4	Special Services			
4.1	WULA - from pre-application up to license issuance	no.		
4.2	Borrow-pit licensing - all DMRE processes	no.		
4.3	Hydrological or flood-line studies	Sum		
4.4	Developing Asset registers	Sum		
4.5	Compiling Operation & Maintenance manuals	no.		
4.6	Development of Master plan	no.		
SUB-TOTAL CARRIED TO SUMMARY				
5	Reimbursable Expenses			
5.1	Travelling	km		
5.2	Travelling time	hr		
5.3	Printing of additional drawings, for following sheet sizes:			
5.3.1	A0	no.		
5.3.2	A1	no.		
5.3.3	A2	no.		
5.3.4	A3	no.		
SUB-TOTAL CARRIED TO SUMMARY				

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SUMMARY OF SCHEDULES

Item no.	Description	Amount
1	Additional Services	
2	Specialist Studies	
3	Land & Legal Services	
4	Special Services	
5	Reimbursable Expenses	

Sub-Total _____

15% VAT _____

TOTAL _____

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PART C3: SCOPE OF WORKS

C3: Scope of Work

C3.1 Employers Objective

C3.2 Scope

C3.3 Occupational Health and Safety Conditions

C3.4 Basis of Prequalification

C3.5 Basis for Allocating Engineering Assignments

C3.1 EMPLOYERS OBJECTIVE

The purpose of this project is to attain a panel of multi discipline consultants that will provide professional services for Ngwathe Local Municipality for the period of 36 Months. It is with intent to appoint a panel of professional Engineering consultant companies to carry out the designs and project management services for Implementation of projects including aerial lighting design.

C3.2.2 Information to be provided by the Employer

- C.2.2.1 The following documentation will be made available to the appointed bidder(s)
- C.2.2.2 Geographical and line diagrams.
- C.2.2.3 Network load flow studies performed while doing Grading study

C3.2 SCOPE OF WORK

Service providers will be required to perform designs and project management for new developments and /or upgrades in Civil, Building, Electrical infrastructure, studies related to COMMUNITY FACILITIES planning, electrical network strengthening, arial lightning designs and any other tasks that may be required.

C3.2.1. Traffic Engineering and Transport Planning:

Investigations, feasibility studies, option analyses, funding applications, audits, surveys, road and public transportation planning, road master planning and traffic impact assessments and other tasks such as preparation of Integrated Transport Plans, compiling transport models and public Transport operational plans.

C3.2.2. Water and Waste Water Services – Network Distribution:

Investigations, feasibility studies, option analyses, funding applications, planning, design, contract administration, supervision construction monitoring, contract administration updating of record drawings and project management of water reticulation systems and sewer reticulation systems.

C3.2.3. Water and Waste Water Services - Bulk Services:

Investigations, feasibility studies, option analyses, funding applications, planning, design, contract administration and supervision construction monitoring, contract administration updating of record drawings and project management of new water and waste water treatment plants, extensions and upgrading of existing water and waste water treatment plants. Blue drop and green drop matters.

C3.2.4. Water and Waste Water Services - Planning:

Investigations, options analysis, feasibility studies, funding applications, planning, risk abatement, planning safety planning development planning audit reports, asset registers, licensing applications and any other related tasks.

C3.2.5. Environmental Services:

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Management of processes for compliance with environmental legislation, including environmental impact assessments and water licenses from Department of Water and Forestry (DWAF) or any other national and provincial government bodies for compliance.

C3.2.6. Solid Waste Management Services:

Management of transfer stations, waste drop-off facilities etc. Compilation and implementation of maintenance plans, leachate management systems, organic waste diversion systems and alternative waste beneficiation systems. Master planning, investigations, feasibility studies, option analyses, funding applications, planning, design, contract administration, site supervision of required works.

C3.2.7. Electrical Engineering Services- High and Medium Voltage:

Design, contract, management, contract financial management, contract supervision, testing and commissioning of new and upgrading of existing electricity distribution systems, electrical protection systems, SCADA, radio communication systems and the identification and implementation of energy efficiency projects. Capabilities with respect to specialist services i.e. protection systems, setting of protection relays, load flow studies, system fault level studies and SCADA systems.

C3.2.8. Electrical Engineering Services - Low Voltage Reticulation:

Design, contract, management, contract financial management, contract supervision, testing and commissioning of new and upgrading of existing electricity distribution systems, street lighting, buildings, 3 phase systems, electrical protection systems, radio communication systems and the identification and implementation of energy efficiency projects. Capabilities with respect to specialist services i.e. protection systems, setting of protection relays, load flow studies, system fault level studies.

C3.2.9. Electrical Engineering Services- Planning:

Investigations, feasibility studies, option analyses, funding applications, risk abatement safety planning, development planning, audit reports, asset registers, licensing application.

C3.2.10. Structural Engineering Services:

Structural analyses and designs, compilation of accompanying drawings and documentation, contract management, as well as the supervision of structural works such as buildings and engineering services, major stormwater culverts, bridges, and government housing developments. Engineers must be registered with the NHBRC for works performed through the National Subsidy Housing Programs. For these projects engineers are required to carry out functions such as signing off on the integrity of buildings and attaining approval for changes and alterations to the National Norms and Standards.

C3.3 OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Designer shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Designer assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Designer performs on the site in terms of Construction Regulations 2014.
3. The Designer shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Designer shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Designer as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Designer to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Designer and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's Machinery/plant/equipment/substance/ personal protective equipment or any other article without prior arrangement and written approval.

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12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employee.

C3.4 BASIS OF PREQUALIFICATION

Tenderers are required to complete and submit information on pre-qualifying conditions as listed in the Returnable Schedules for admission onto the roster. The pre-qualification schedule must be completed in full, where incomplete schedules are submitted, or false information provided, tenderers may be disqualified.

The following pre-qualifying conditions are applicable:

1	Selecting one or more of the Work Categories
2.	Expertise of Key Personnel (described in C.2.1.1.1, specialising in one or more of the selected work categories)
3.	Confirmation of Tenderer experience in one or more of the selected work categories as described in C2.1.1.2

Please refer to Pre-qualifying Schedules contained in the Returnable Schedule for further details.

The Municipality endeavours to appoint tenderers who have experiences and internal staff who specialise in categories listed below. Consultants are therefore required to select from the list below, one or more of the categories following:

1. Traffic Engineering and Transport Planning
2. Water and Waste Water Services – Network Distribution
3. Water and Waste Water Services - Bulk Services
4. Water and Waste Water Services - Planning
5. Environmental Services
6. Solid Waste Management Services
7. Electrical Engineering Services – High Voltage
8. Electrical Engineering Services – MV/LV Reticulation
9. Electrical Engineering Services – Planning
10. Structural Engineering Services
11. Roads and Stormwater Services

The Municipality will compile a roster for each of the above work categories. All tenderers that have met the pre-qualification criteria will be further evaluated on price and preference. Through the municipal adjudication process, successful tenderers will be admitted to a roster and placed in one or more of the above-mentioned categories.

C3.5 BASIS FOR ALLOCATING WORK ASSIGNMENTS

For further information, refer to the Condition of Tender (Additional Conditions Clause C4, point 9 to 13, also repeated under Additional Conditions of Contract.

Following admission onto the roster and Municipal approval thereof, a Municipal Project Manager will compile a “Request for Proposals” (see example below, of a typical request for proposal form), which will include, amongst others, the following:

- Scope of works
- Objectives of the work assignment
- Information on require submission for a functionality assessment, as well as a technical approach plan.

Consultants on the roster (and within the applicable work category), will be requested to submit the information by the stipulated due date. A functionality evaluation will be carried out to ascertain whether adequate resources are available to successfully complete the individual assignment. The functionality evaluation will focus on the technical proposal, confirmation of organisational structure, project specific experience as well as adequacy and knowledge of key staff

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8. Evaluation of Technical Proposal & Scoring of Functionality
9. Flow Chart indicating evaluation and appointment process

1. BACKGROUND

.....

2. SCOPE AND OBJECTIVE

.....

3. CONSULTANT FEES

All expenses and cost, relating to pricing, including the Tenderers discount are as defined in tender **NLM: TEC 03 (02/2026)**

Only time-based fees will be utilized, please refer to latest Guidelines for Services and Processes for detail on Engineering Staffing Categories in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000).

Municipal Project Manager to identify engineer's staffing requirements, for the stages listed below, i.e. Engineers staff category A, B, C and / or D.

3.1.1 Time Based Fee: applicable to planning, studies, investigations and assessments as well as:

- Inception
- Concept and Viability (Preliminary Design)
- Design Development (Detail Design)
- Documentation and Procurement
- Contract Administration and Inspection
- Close out

Engineer's Staff category requirements:

Additional Services

- Arranging for testing, specialist surveys ect. - 10% management fees of actual cost of additional service.
- Construction monitoring – Rate supplied by the consultant in respect of the level of construction monitoring required and Engineer Category required. / listed in the scope of works - and the discount applicable to the rate. Municipal Project Manager to confirm engineer's category requirements and level of construction monitoring.

4. PROJECT TIME FRAME

Stages listed hereunder are subject to availability of pre-approved funding, the required municipal preliminary timeframes are as follows:

<u>Stage Description</u>	<u>Completion (month & year)</u>
1. Engineering Services
• Planning, Studies, Investigations & Assessments
• Inception
• Concept and Viability (Preliminary Design)
• Design Development (Detail Design)
• Documentation and Procurement
• Contract Administration and Inspection

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- Close out
- 2. Additional Services
- Construction Monitoring

Consultant to indicate whether these timeframes are achievable, based on available current resources: failure to adhere to timeframes requirements may result in Consultants proposal being rejected.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

5. SKILLS TRANSFER (Municipal Project Manager to complete)

5.1 Skills Transfer

Consultant together with the Municipal project manager must assess and indicate the way that skills transfer will be applied. A Skills Transfer report must be submitted, together with the Close-Out report on completion of the project.

5.1.1. Skills Transfer and People Development:

This task will provide on-the-job training whereby incumbent from Relevant Department personnel will be involved in day to day project tasks. The development must include all the phases of project life cycle.

5.1.2. Mentorship

Mentorship of two candidates through all stages of the projects (feasibility study, design, project management etc). The costs for this must be incorporated in the bill of quantities.

5.2 Reason why work has to be conducted by a consultant (tick applicable box)

<input type="checkbox"/>	Specialized Work
<input type="checkbox"/>	Capacity Constraints
<input type="checkbox"/>	Other (specify below)

6. SUBMISSION OF TECHNICAL PROPOSAL

Consultants are required to provide the information requested on this form, including the Technical Proposal by the due date listed above.

Sealed Envelopes, with “**NLM: TEC 03 (02/2026): Community Facilities**”, clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the NGWATHE LOCAL MUNICIPALITY MAIN BUILDING: LEFT-SIDE OF THE MAIN ENTRANCE. The Tender box is accessible 24 hours a day.

7. LOCAL OFFICE

Tenderers to confirm that an office has been established.

Local Office	Yes	No
Local Office established as per clause C2.1.1.2 of the tender data		
Contact No.		
Address:		

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8. FUNCTIONALITY EVALUATION

The Technical Proposal will be evaluated by at least three officials, including the project manager for the project.

A scoring of at least 70 per should be obtained by a consultant to be considered for an appointment of an individual assignment / specific project.

8.1 Tenders Experience

8.2 Technical Proposal

The Technical Proposal must contain the following sections:

1. Tenderer Experience
2. Technical Approach Plan
 - a) Scope of Work
 - b) Approach / Methodology
 - c) Time frames & Cash Flow Projections as a percentage of fee estimate
 - d) Project Deliverables

8.3 Organization & Staffing

8.4 Relevant Experience of Staff

8.5 Quality Assurance

8.6 Scoring of functionality (to be done by designated Municipal officials)

1) TENDERER EXPERIENCE

SCORE APPLICABLE	DESCRIPTION
Poor (SCORE 40)	Tenderer has limited experience
Satisfactory (SCORE 70)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment
Good (SCORE 90)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.
Very Good (SCORE 100)	Tenderer has outstanding experience in projects of a similar nature.

2) TECHNICAL APPROACH / PLAN

SCORE APPLICABLE	DESCRIPTION
Poor (SCORE 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (SCORE 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic.
Good (SCORE 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
Very Good (SCORE 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

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3) ORGANISATION AND STAFFING

SCORE APPLICABLE	DESCRIPTION
Poor (SCORE 40)	The organization chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (SCORE 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
Good (SCORE 90)	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and the approach to satisfying local consultants. Some members of the project team have worked together before on limited occasions.
Very Good (SCORE 100)	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.

4) EXPERIENCE OF KEY STAFF (ADEQUACY)

SCORE APPLICABLE	DESCRIPTION
Poor (SCORE 40)	Key staff have limited levels of projects specific education, skills, training and experience.
Satisfactory (SCORE 70)	Key staff have reasonable levels of projects specific education, skills, training and experience.
Good (SCORE 90)	Key staff have extensive levels of projects specific education, skills, training and experience.
Very Good (SCORE 100)	Key staff have outstanding levels of projects specific education, skills, training and experience.

5) QUALITY ASSURANCE

Score	Quality Assurance
100	ISO 9001 Registration
70	CESA / SABTACO or similar where registration to professional association is required
40	In – House quality assurance system – with acceptable levels of supporting information provided as evidence
0	No information provided / poor information provided on In-House quality system

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FUNCTIONALITY SCORE SHEET

The bidder must score at least 70 out of 100 to be considered for a work assignment

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BIDDER

WITNESS

EMPLOYER

WITNESS