



Nkomazi
Local Municipality

9 Park Street -
Malalane
Private Bag X101
Malalane,
1320
Tel: (013)
790 0245
Fax: (013)
790 088
Customer
Care No. (013) 790 0990
www.nkomazi.gov.za

BID NO: NKO: 15/2025: APPOINTMENT OF VARIOUS PROFESSIONAL SERVICE PROVIDERS FOR INFRASTRUCTURE PROJECTS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (3 YEARS).

BID NO: NKO:15/2025

**NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG x 101
MALELANE
1320**

**The Municipal Manager
Mr X T Mabila**

**TEL.: 013 – 790 0245
FAX.: 013 – 790 0886**

VAT Registration No: 4300102938

PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	NOT APPLICABLE

CLOSING DATE: 12h00 on 06/05/2025

BID NO:	NKO 15/ 2025	INNITIALS	
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The Nkomazi Local Municipality invites interested parties bid for providing professional service providers for infrastructure projects for period of 36 months (3 years). Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 635.36** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **26/03/2025** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

A non- compulsory tenderer briefing session will be held on **04/04/2025 at 10h00** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. It advisable for bidders to attend the briefing session for clarification purposes. Bidders are advised not to commit fraudulent activities or forge document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years is in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 06/05/2025** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. J Sifunda at 013 7900 145, between 07H15 – 16H00 on working weekdays.

.....
MR. XT MABILA
MUNICIPAL MANAGER

17. 03. 2025
.....
Date

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Bidders will be evaluated on the following administrative compliance. Therefore, the undermentioned documents must be complied with, and where an attachment is required, it should be attached.

The following conditions must be complied with. Failure to adhere to any of these conditions will lead to immediate disqualification:

- a. All declarations and authorization forms must be duly signed
- b. Failure to submit documents required in this tender documentation.
- c. The bid has been submitted after the closing date and time
- d. Initial or sign all pages of the tender documents.
- e. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents
- f. Original certified copy of company registration certificate (CK) and all pages certified.
- g. Original certified copies of ID's all Directors/members/board members.
- h. Copy of the SARS Tax PIN or tax clearance certificate.
- i. Joint Venture Agreement (In case of a Joint Venture) must be submitted
- j. Joint Ventures must be registered on CSD as Joint Venture.
- k. All forms must be filled in full with the exception of (MBD 7).
- l. Alterations to the bid document or submission of a copy of the original bid document is not allowed.
- m. Completion of the bid document using pencil is not allowed
- n. Proof of professional Indemnity Insurance
- o. Certified Municipality Rates and Taxes – Business (Must not be in arrears for over 90 days)
- p. Certified Municipality Rates and Taxes – Company Directors (Must not be in arrears for over 90 days)
- q. Proof of municipal account/lease agreement or proof of residential address by Traditional Authority, not older than 3 months
- r. Central Supplier Database (CSD) Report not older than 3 months
- s. Signed Joint Venture agreement where applicable
- t. Signed Letter of Authority on the company letterhead

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LIST OF RETURNABLE / INCLUDED IN THE BID DOCUMENT

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	All declarations and authorization forms must be duly signed	No		Yes
2.	Failure to submit documents required in this tender documentation.	No		Yes
3.	The bid has been submitted after the closing date and time	No		Yes
4.	Initial or sign all pages of the tender documents.	No		Yes
5.	Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents	No		Yes
6.	Original certified copy of company registration certificate (CK) and all pages certified.	No		Yes
7.	Original certified copies of ID's all Directors/members/board members.	No		Yes
8.	Copy of the SARS Tax PIN or tax clearance certificate.	No		Yes
9.	Joint Venture Agreement (In case of a Joint Venture) must be submitted	No		Yes
10.	Joint Ventures must be registered on CSD as Joint Venture.	No		Yes
11.	Alterations to the bid document or submission of a copy of the original bid	No		Yes

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	document is not allowed.			
12.	Completion of the bid document using pencil is not allowed	Yes		No
13.	Proof of professional Indemnity Insurance	No		Yes
14.	Certified Municipality Rates and Taxes – Business (Must not be in arrears for over 90 days)	No		Yes
15.	Certified Municipality Rates and Taxes – Company Directors (Must not be in arrears for over 90 days)	No		Yes
16.	Comprehensive Methodology on how the tenderer is planning to invest back to the community of Nkomazi Local Municipality, refer to specific goals on MBD 6.1	No		Yes
17.	Proof of municipal account/lease agreement or proof of residential address by Traditional Authority, not older than 3 months	No		Yes
18.	Central Supplier Database (CSD) Report not older than 3 months	No		Yes
19.	Signed Letter of Authority on the company letterhead	No		Yes

**PART A
INVITATION TO BID**

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)					
BID NUMBER:	NKO: 15/2025	CLOSING DATE:	06/05/2025	CLOSING TIME:	12:00 PM
DESCRIPTION	APPOINTMENT OF VARIOUS PROFESSIONAL SERVICE PROVIDERS FOR INFRASTRUCTURE PROJECTS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (3 YEARS).				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (9 Park Street - Malalane Private Bag X101

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:	
1. <u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</u>	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. <u>ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</u>	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. <u>TOTAL NUMBER OF ITEMS OFFERED</u>			4. <u>TOTAL BID PRICE</u>	N/A	
5. <u>SIGNATURE OF BIDDER</u>			6. <u>DATE</u>		
7. <u>CAPACITY UNDER WHICH THIS BID IS SIGNED</u>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	PMU		CONTACT PERSON	Mr Jabulane Sifunda	
CONTACT PERSON	Richard Mabuza		TELEPHONE NUMBER	(013) 790 0145	
TELEPHONE NUMBER	(013) 790 0386		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS	richard.mabuza@nkomazi.gov.za		Jabulane.sifunda@nkomazi.gov.za		

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PART B TERMS CONDITIONS FOR BIDDING

1. BID SUBMISSION:

2.

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

3. 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.

4. 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.

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**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:

.....

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BID INSTRUCTIONS**T1****1. BID INSTRUCTIONS**

- 1.1. The tender document(s) have been drafted to ensure that essential information is furnished upon completing the document(s) correctly. Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
- 1.2. Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
- 1.3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively, black ink must be used to fill in the document(s).
- 1.4. Tenderer must ensure that no pages are missing from the bid document(s) and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
- 1.5. Tenderer must strictly adhere to the specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that the supplier/tenderer may quote for items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of the items to be evaluated.
- 1.6. All the documents herewith form part of the bid, and failure to comply with any part thereof may invalidate a bid.
- 1.7. Nkomazi Local Municipality may issue Briefing Notes during the briefing session, which may contain amendments or information that may assist bidders in articulating their bids.
- 1.8. Nkomazi Local Municipality require, as a condition of the bid, that the non-compulsory/optional explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
- 1.9. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation for those who purchased the tender document. No tender document will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid. Alternatively, the bid documentation can be downloaded for free on e-Tender or Nkomazi Website.

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- 1.10. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late and will not be admitted for consideration.
- 1.11. The contractor/service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
- 1.12. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council.

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WORK PACKAGES

WORK PACKAGE A: QUANTITY SURVEY/ARCHITECTURE COMPANIES FOR CONSTRUCTION OF PUBLIC FACILITIES

WORK PACKAGE B: CIVIL ENGINEERING COMPANIES FOR CONSTRUCTION OF ROADS AND STORM WATER

WORK PACKAGE C: CIVIL ENGINEERING COMPANIES FOR CONSTRUCTION OF WATER SUPPLY SCHEMES

WORK PACKAGE D: CIVIL ENGINEERING COMPANIES FOR CONSTRUCTION OF SANITATION PROGRAMME

WORK PACKAGE E: OCCUPATIONAL HEALTH & SAFETY AND ENVIROMENTAL COMPANIES FOR DEVELOPMENT OF PROJECT SAFETY SPECIFICATION, EIA, WULA, EMP AND SAFELY AUDITS

BIDDERS SHOULD TICK THE RELEVANT WORK PACKAGE(S) WHICH THEY ARE BIDDING FOR, REFFER TO THE TABLE BELOW:

A	QAUNTIY SURVEY/ARCHITECTURE COMPANIES FOR CONSTRUCTION OF PUBLIC FACILITIES	
B	CIVIL ENGINEERING COMPANIES FOR CONSTRUCTION OF ROADS AND STORM WATER	
C	CIVIL ENGINEERING COMPANIES FOR THE CONSTRUCTION OF WATER SUPPLY SCHEMES	
D	CIVIL ENGINEERING COMPANIES FOR THE CONSTRUCTION OF SANITATION PROGRAMME	
E	OCCUPATIONAL HEALTH & SAFETY AND ENVIROMENTAL COMPANIES FOR DEVELOPMENT OF PROJECT SAFETY SPECIFICATION, EIA, WULA, EMP AND SAFELY AUDITS	

1. INTRODUCTION

The Nkomazi Local Municipality (NLM) is a municipality located within the Ehlanzeni District in the Mpumalanga Province. NLM is a Category B municipality located in the eastern part of the Ehlanzeni District in the Mpumalanga Province. The municipality is strategically placed between eSwatini (north of eSwatini) and Mozambique (east of Mozambique). It is also bounded by Kruger National Park to the north and City of Mbombela Local Municipality to the west.

It is one of the four municipalities in the district, making up 17% of its geographical area. It is linked with Swaziland by two provincial roads, and with Mozambique by a railway line and the main national road (N4), which forms the Maputo Corridor. Nkomazi Local Municipality is one of the four local municipalities within the Ehlanzeni District Municipality. The geographical area measures 478 754.28 Ha in extent.

2. PROBLEM STATEMENT

The NLM undertook a diagnostic exercise during the 2024/25 financial year and identified a myriad of gaps impacting on provisioning of infrastructure and basic services to communities. This exercise culminated in the prioritization of projects which are due to be implemented in the next three financial years through grant, sectorial and municipal funded mechanisms (eg. MIG, WSIG, RBIG) by the Municipality.

The following challenges have been identified;

a) Infrastructure Planning

- Inability to plan, develop and manage infrastructure projects;
- Outdated or non-existent sector plans

b) Infrastructure Asset Management

- Ageing infrastructure
- Poor Infrastructure Asset Management
- Poor rate of cost recovery for infrastructure services
- High water and electricity losses due to illegal connections, dilapidated infrastructure, poor distribution systems, lack of demand management systems etc.
- Lack of capacity, systems and procedures to operate and maintain infrastructure

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c) Bulk Infrastructure Provision

- Insufficient water resources to serve all communities
- Inadequate bulk infrastructure, with most treatment works not functioning optimally

d) Access to Basic Services

- High backlogs in terms of access to water and sanitation.
- Inadequate tracking of backlog eradication has meant that the backlog status is not known definitively.

From this exercise, the NLM hereby responds accordingly by requesting the services of professional and related infrastructure service providers to offer technical support in engineering, and related services towards improving the management of their infrastructure development, operations & maintenance, and PMU Unit.

3. OBJECTIVE

This Terms of Reference (ToR) therefore seeks to outline the services required of suitable qualified Professional Services Providers (PSP's) as well as other related services to the NLM Panel to provide support in Engineering and related services to the Nkomazi Local Municipality for a period of 3 (three) years.

The Service Providers must have the capacity and capabilities to primarily deal with the challenges identified in the municipality, based on grant funded capital projects. The Service Providers should be able to propose solutions and execute them in a practical and hands-on manner. In addition to this, there should be a focus on building the internal capacity of the municipality as well as transferring knowledge and skills to appropriate municipal employees where possible.

The overall objective is therefore to support municipalities thus ensuring effective scoping and delivery of multiple infrastructure projects as set out within the Integrated Development Plans (IDP's) of the municipality. It will be the responsibility of the PSP to collect and collate the base information required to allow them to discharge their obligations in terms of the agreements to be entered into between the municipality and the PSP. In awarding these contracts, NLM intends to enter

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into an individual specific contract or Service Level Agreement (SLA) with each successful Service Provider.

WORK PACKAGE A

TERMS OF REFERENCE

1. SCOPE OF WORK

1.1 BUILT ENVIRONMENT SERVICES

The successful PSP will undertake the following activities, and any other activities related to engineering services to the NLM as follows; -

- a) Delivering Engineering Services diligently in accordance with South African Policies, Acts, Regulations and Industry Guidelines following NLM and Municipal Norms and Practices.
- b) Assessment of Engineering Infrastructure planning, development, implementation and Operation & Maintenance requirement of municipality in consultation with relevant municipal leadership and/ or officials and sectoral stakeholders and municipal Infrastructure Development Plan (IDP), Sector Development Framework (SDF), District, Provincial and National Policies and Strategies.
- c) Supporting/assisting municipalities in preparing Project Business Plans in accordance to government and/ or non-government Funders conditions and securing necessary Funds as applicable.
- d) Supporting/assisting municipality in managing Engineering Infrastructure Life Cycle covering Pre- feasibility and Feasibility Studies, Design and Development, Implementation and Operation and Maintenance including procurement of various services providers and emanated contract management; and projects cost, quality and time management.
- e) Supporting/assisting municipality in implementation and management of infrastructure in compliance with various organizational and funders progress reporting, monitoring and evaluation requirements.
- f) Supporting/assisting municipality in reviewing and / or developing and implementing sector master plans.
- g) Complete any other assignment, as and when required, according to the NLM representatives' request.

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- h) Provide construction monitoring services for projects the PSP is involved
- i) Fees paid will be in accordance with the prevailing guideline as gazette annually by SACAP, SACQSP AND SACPCMP, however tenders who offer discounts off the primary fee will score favorably during evaluation process.

The stages for professional fees will be in accordance with the guidelines of SACAP, SACQSP, and SACPCMP, as applicable to the services required

1.2 RELATED SUPPORT SERVICES FOR INFRASTRUCUTURE PROJECTS

The service provider should in addition appoint service providers for additional infrastructure related support services, who will undertake the following activities to the NLM as follows for a period of 3 years;

- a) Geotechnical Services (REF: GS)
- b) Surveying Services (REF: SS)
- c) Accredited Training Services (REF: ATS)
- d) Geo-hydrologist Services (REF: GES)

The intention hereof is to appoint suitably vetted service providers who will facilitate the implementation of the infrastructure projects by providing services and goods at discounted rates. This will ultimately assist the execution of the projects as Service Providers will be recommended for use with appointed Contractors.

All services provided under the abovementioned list of ancillary service providers, must also submit the complete list of requirements (as applicable), in order to be considered for appointment.

These Service providers must list all of the services offered, together with corresponding pricing or value proposition for each consecutive year. These will be considered based on the need, merit, pricing and applicability. Submission of your tender does not automatically imply that your services will be utilized on Infrastructure projects during this period. Your appointment under this section will be governed on needs as identified by the Municipality.

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All conditions as set out for the appointment of the Engineering Service Providers, will also apply for the support services as listed above (as applicable). Tenderers must indicate the applicable reference number on the cover sheet of the tender

The “Value Proposition” to be submitted under this section, must be detailed and properly articulated to display the advantages and benefit to the Municipality. It must also be valid for a period of 3 years after the closing date of this tender.

1.3 BUILT ENVIRONMENT PROFESSIONAL SERVICES

The Engineering PSP will be expected to conduct the following:

- a) Feasibility studies to estimate materials, time and labor costs
- b) Visit construction sites to monitor progress.
- c) Preparing tender and contract documents, including bills of quantities with the architect and/or the client;
- d) Preparation of project specifications;
- e) Assisting in establishing the client’s requirements and undertaking feasibility studies;
- f) Performing risk and value management and cost control;
- g) Preparing and analyzing costings for tenders;
- h) Providing advice on contractual claims;
- i) Analyzing outcomes and writing detailed progress reports;
- j) Valuing completed work and arranging payments;
- k) Preparations of As-Built drawings and issuing of O&M Manuals
- l) Prepare specifications for existing municipal building for maintenance/refurbishment work to be done on as and when required basis.

1.4 BUILDING AND SKILLS TRANSFER

- a) In undertaking the tasks above, capacity building of existing or identified municipal employees will be critical. Evidently the PSP must build capacity

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building initiatives into their proposals to bridge the skills gaps experienced by municipalities;

- b) The PSP is required to strengthen the overall capacity of the Infrastructure/Planning/Engineering/PMU's by timeously providing professional advice on matters regarding the projects in which they are involved in.

1.5 PROCUREMENT PROCESSES

The PSPs should provide support, guidance and facilitation to enable the municipality to manage procurement processes carried out in the targeted municipality for the purpose of implementing approved projects, as and when required to do so.

- a) Such procurement will be managed and implemented within the existing supply chain policies and mandate of the targeted municipality, provincial government, national government, relevant legislation and professional good practice guideline

2. COMPETENCY REQUIREMENTS FROM PSP's AND RELATED SERVICE PROVIDERS

Built Environment – Professional registration with SACAP (South African Council for the Architectural Profession), SACQSP (South African Council for the Quantity Surveying Profession), or SACPCMP (South African Council for the Project and Construction Management Professions):

- a) Must have a minimum of a Tertiary qualification (not less than a degree) in Built Environment from a recognized institution. Please note that the academic qualifications will undergo a verification check. A post graduate qualification will be an added advantage
- b) Must have a minimum of 7 years postgraduation experience including 4 years programme and project management experience.
- c) Ability to interact with respective stakeholders (especially executive management) in all three spheres of government.
- d) A clear understanding of methodologies used for municipal project planning, implementation, coordination, monitoring and evaluation phases, and be able to give feedback to project stakeholders.

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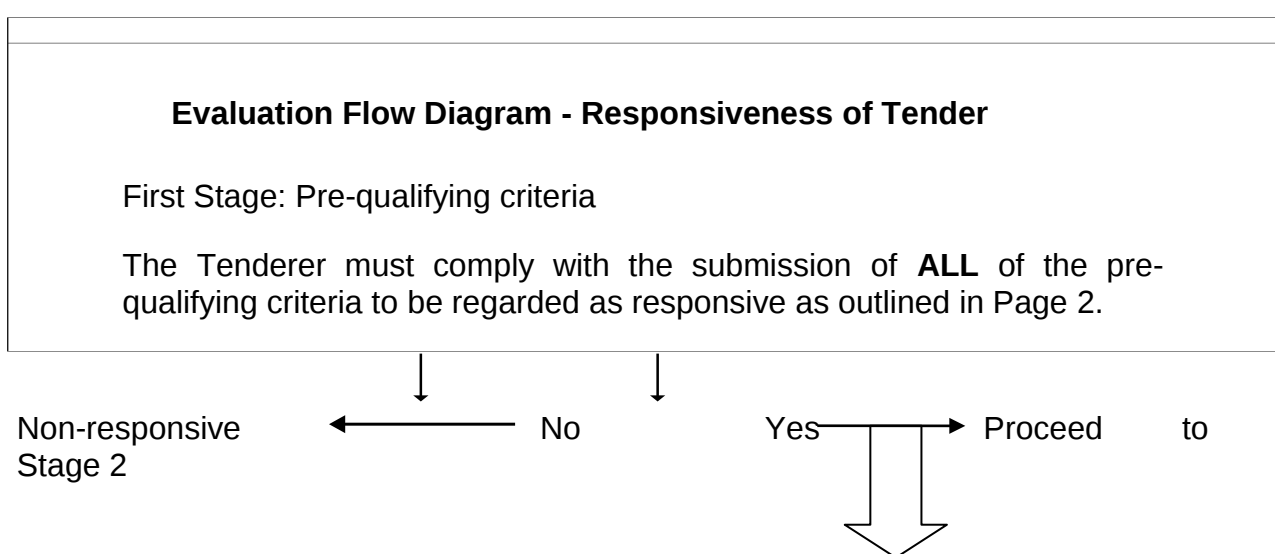
- e) Must have excellent problem solving and mediation skills.
- f) Must have excellent communication and negotiating skills
- g) Ability to absorb complex information and assess the requirements readily.
- h) Understanding of the basic legal framework governing the local government sector.

3. EXPECTED OUTPUTS AND OUTCOMES

The overall expected outcomes of the NLM are as follows:

- a) To have more realistic project cost planning during municipal budgeting process
 - b) To significantly reduce service delivery backlogs.
 - c) To have more control in terms of project cost management at municipal level
 - d) To improve efficiency and value for money during implementation of municipal project
 - e) To reduce a lengthy procurement duration by cutting down time on producing specifications and tender documents.
 - f) To have a support unit at the departmental level that can assist the municipality on approval issues that forms a core center of project implementation challenges.
4. To enable the municipalities and sector departments to realize the increased spending on their allocations.

ELECTION OF PSP's AND RELATED SERVICE PROVIDERS



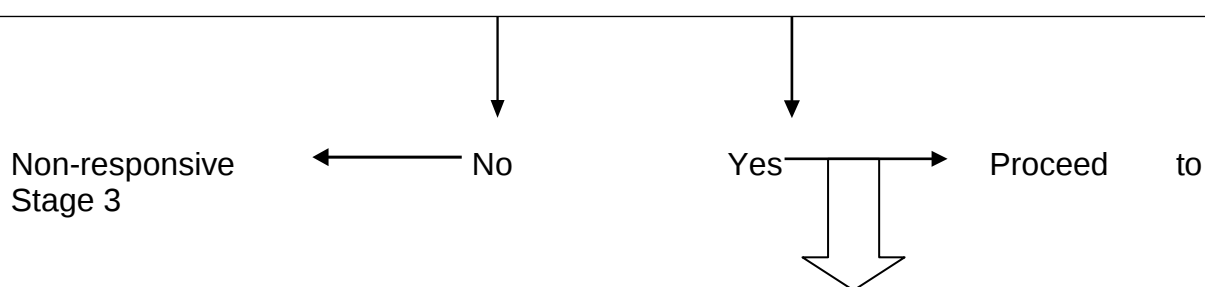
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FAILURE TO SUBMIT THE DOCUMENTS WILL RESULT IN IS QUALIFICATION

Second Stage: Functionality Evaluation

The Tenderer that complies with **ALL** of the requirement on the first stage will be tested for functionality.

The criteria will be used to determine functionality and minimum points of 70 out of 100 points must be achieved to be regarded as responsive. All tenderers that meet the above requirements will then be evaluated against criteria as set in stage 3. All tenders that fail to achieve minimum of 70 points for functionality assessments will be regarded as non-responsive.



Stage 3 – Registration to the Panel of Service Providers

Registration in the Panel of Service Providers ranked according to the rate and HDI (functionality will take pre-eminence where necessary).

The selection of Service Providers for inclusion on the NLM Panel is solely at the discretion of the Municipality with strategic advice and input from other stakeholders. NLM will base the selection of its Service Providers based mainly on the following consideration points amongst others:

- (a) Previously demonstrated relevant technical experience and competence in Engineering, infrastructure field programmes and project delivery;
- (b) Quality: Focus on quality in terms of programme and project management as well as
- (c) Evaluation of work by other service providers forming part of the project delivery;
- (d) Value Added Proposition: Innovation with regard to the methodology for the delivery of Engineering and related infrastructure services across

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municipalities with an aim to add value with less cost or leverage resources collectively;

- (e) Propensity and innovations in terms of capacity building on a municipal level with low capacity for skill absorption.

Applications will be scored according to the evaluation criteria. Applicants that score less than 70% in respect of functionality will be regarded as submitting a non-responsive application and will be disqualified.

5. REPORTING

It will be required from successful PSP's and related Service Providers to submit monthly reports in accordance with the NLM reporting framework which will be made available after appointment.

6. PROFESSIONAL FEES

Built Environment PSP

Excerpt from Built Professional Fee Guidelines

7. PROJECT TYPES

The Nkomazi Local Municipality (NLM) requires the services of built environment professionals, including architects, quantity surveyors, and construction project managers, for the effective delivery of public facilities. The fee structures for these professionals will be in accordance with the latest gazetted guidelines issued by SACAP, SACQSP, and SACPCMP, which ensure transparency and fairness. Below is an outline of applicable fee categories for typical community facility projects:

Architectural Services (SACAP)

- ✓ Concept Design: Developing preliminary layouts and visual representations of public facilities such as libraries, community halls, and recreational centers.
- ✓ Detailed Design: Preparing comprehensive architectural drawings, technical specifications, and ensuring compliance with regulatory requirements.

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- ✓ Contract Documentation: Producing detailed construction drawings and specifications for tendering purposes.
- ✓ Contract Administration: Overseeing construction to ensure adherence to design intent, quality standards, and project timelines.
- ✓ Project Close-Out: Conducting final inspections, resolving defects, and handing over completed facilities

Quantity Surveying Services (SACQSP)

- ✓ Feasibility Studies: Providing initial cost estimates for proposed community facilities.
- ✓ Cost Planning: Developing cost plans and ensuring budgetary control throughout the project lifecycle.
- ✓ Tender Documentation: Preparing bills of quantities and tender documents to facilitate transparent procurement.
- ✓ Contract Administration: Managing financial aspects, including payment certifications and cost variations.
- ✓ Final Account: Reconciling costs upon project completion to ensure accurate reporting.

Construction Project Management Services (SACPCMP)

- ✓ Pre-Construction Planning: Conducting risk assessments, scheduling, and ensuring project readiness.
- ✓ Construction Oversight: Coordinating stakeholders, ensuring compliance with plans, and monitoring progress.
- ✓ Post-Construction Services: Supervising the final handover, ensuring regulatory compliance, and resolving any outstanding issues.

Additional Guidelines for Nkomazi Local Municipality Projects:

Fee Categories: Fees will be applied in line with the gazetted guidelines for each profession:

- ✓ SACAP: Architectural services.
- ✓ SACQSP: Quantity surveying services.
- ✓ SACPCMP: Construction project management services.

Travel and Disbursements: Travel and subsistence costs will be reimbursed separately and will not form part of the percentage fee.

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Complexity Adjustment: Projects with unique design or technical requirements may attract higher fees within the applicable category range.

The professional fee, expressed as a percentage of the cost of the works, varies depending on the type of project and the level of professional input required. Different project types demand varying amounts of effort and expertise, leading to higher percentages for projects with complex requirements relative to their cost and lower percentages for less intensive projects.

For a given type of work, fees may also differ significantly based on the specific demands of a particular project compared to others of a similar nature. Nonetheless, an appropriate fee for full consultancy services, as outlined in table should typically fall within the ranges provided below. The midpoint of this range generally represents the standard or norm.

To establish a common baseline, it is practical to express the guideline professional fee in relation to a fixed works cost. This fee can then be adjusted to reflect the actual cost of the works, ensuring fairness and consistency across projects. The Table below shows the typical range of fees appropriate for different categories of works, expressed as a percentage of the cost of the work.	Fee Categories	Sliding Scale Fee Structure	Relevant Gazetted Guidance
Architects (SACAP)	- Concept Design - Detailed Design - Contract Documentation - Contract Administration - Project Close-Out	Fees expressed as a percentage of project cost, typically: - Residential Projects: 6% to 10% - Commercial Projects: 5% to 8% - Public Infrastructure: 4% to 6%	SACAP Guidelines for Professional Fees, 2024-2025.

		Higher percentages for complex or small-scale projects.	
Quantity Surveyors (SACQSP)	- Feasibility Studies - Cost Planning - Tender Documentation - Contract Administration - Final Account	Percentage of construction cost with sliding scales: - Project Value ≤ R1M: 8% to 10% - R1M to R10M: 6% to 8% - Above R10M: 4% to 6% Additional fees apply for extended timelines or specialized project requirements.	SACQSP 2015 2015 Guideline Tariff of Professional Fees
Construction Project Managers (SACPCMP)	- Pre-Construction - Construction Phase - post-construction	Sliding scale based on project cost and complexity: - Project Value ≤ R1M: 7% to 10% - R1M to R50M: 5% to 7% - Above R50M: 3% to 5% Smaller projects or those requiring intensive coordination attract higher percentages.	SACPCMP Guideline Tariff of Professional Fees

Discount applicable.

Indicate discount applicable as a percentage to primary fees _____%

NOTE!!!!

ALL FEES PAYABLE WILL BE IN ACCORDANCE WITH THE APPLICABLE PREVAILING STATUTORY BODY WHICH ARE REVIEWABLE ANNUALLY.

The Professional Fees includes operational and administration expenditure required for the effective undertaking of the assigned tasks. This includes but not limited to Accommodation, Telephone, Printer, 3G, Computer, ICT Equipment, etc.

The NLM reserves the right to appoint the PSP based on any preference type, based on its needs.

Note that the above professional fees above exclude the travelling and subsistence disbursement which will be paid in accordance with the guidelines. The successful individual professional service provider will enter into a performance contract with NLM and the payment will be linked to milestones specified in the agreement.

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8. PROJECT DURATION

Successful tenders will be registered in the panel of Service Providers for a period of three (3) years and will be used on and as and when required rotational basis.

Annual projects will be allocated based on the needs of the NLM. Appointment will be based on projects for the following financial years: -

Year appointment	of	Financial Year
Year 1		2025/26
Year 2		2026/27
Year 3		2027/28

WORK PACKAGE B, C & D

TERMS OF REFERENCE

1. SCOPE OF WORK

1.1. ENGINEERING

The successful Professional Service Providers (PSP) will undertake the following activities and any other activities related to engineering services to the NLM as follows; -

- a) Delivering Engineering Services diligently in accordance with South African Policies, Acts, Regulations and Industry Guidelines following NLM and Municipal Norms and Practices;
- b) Assessment of Engineering Infrastructure planning, development, implementation and Operation & Maintenance requirement of municipality in consultation with relevant municipal leadership and/ or officials and sectoral stakeholders and municipal Infrastructure Development Plan (IDP), Sector Development Framework (SDF), District, Provincial and National Policies and Strategies.
- c) Supporting/assisting municipalities in preparing Project Business Plans in accordance with government and/ or non-government Funders conditions and securing necessary Funds as applicable.
- d) Supporting/assisting municipality in managing Engineering Infrastructure Life Cycle covering Pre- feasibility and Feasibility Studies, Design and Development, Implementation and Operation and Maintenance including procurement of various services providers and emanated contract management; and projects cost, quality and time management.
- e) Supporting/assisting municipality in implementation and management of infrastructure in compliance with various organizational and funders progress reporting, monitoring and evaluation requirements.
- f) Supporting/assisting municipality in reviewing and / or developing and implementing sector master plans.
- g) Complete any other assignment, as and when required, according to the NLM representatives' request.

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- h) Provide construction monitoring services for projects the PSP is involved

The stages for professional fees will be in accordance with the Engineering Council of SA (ECSA) as follows:

Stage	Percentage
Inception 5%	5%
Concept and Viability 25%	25%
Design Development 25%	25%
Documentation and Procurement 25%	25%
Contract Administration and Inspection 15%	15%
Close Out	5%

Fees paid will be as prescribed by the prevailing guidelines as gazetted annually by ECSA. However, tenderers who offer discounts off primary fees will score favorably during evaluation.

1.2. RELATED SUPPORT SERVICES FOR INFRASTRUCTURE PROJECTS

The Municipality also seeks to appoint Service Providers for additional infrastructure-related support services, who will undertake the following activities to the NLM as follows for a period of 3 years;

- a) Geotechnical Services (REF: GS)
- b) Surveying Services (REF: SS)
- c) Accredited Training Services (REF: ATS)
- d) Geohydrologist Services(REF: GES)

The intention hereof, is to appoint suitably vetted service providers who will facilitate the implementation of the infrastructure projects by providing services and goods at discounted rates. This will ultimately assist the execution of the projects as Service Providers will be recommended for use with appointed Contractors.

All services provided under the abovementioned list of ancillary service providers, must also submit the complete list of requirements (as applicable), in order to be considered for appointment.

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These Service providers must list all of the services offered, together with corresponding pricing or value proposition for each consecutive year. These will be considered based on the need, merit, pricing and applicability. Submission of your tender does not automatically imply that your services will be utilized on Infrastructure projects during this period. Your appointment under this section will be governed on needs as identified by the Municipality.

All conditions as set out for the appointment of the Engineering Service Providers, will also apply for the support services as listed above (as applicable). Tenderers must indicate the applicable reference number on the cover sheet of the tender.

The “Value Proposition” to be submitted under this section, must be detailed and properly articulated to display the advantages and benefit to the Municipality. It must also be valid for a period of 3 years after the closing date of this tender.

1.3. ENGINEERING SERVICES

The Engineering PSP will be expected to conduct the following: -

- a) Feasibility studies to estimate materials, time and labor costs
- b) Visit construction sites to monitor progress.
- c) Preparing tender and contract documents, including bills of quantities with the architect and/or the client;
- d) Preparation of project specifications;
- e) Undertaking costs analysis for repair and maintenance project work;
- f) Assisting in establishing the client’s requirements and undertaking feasibility studies;
- g) Performing risk and value management and cost control;
- h) Preparing and analyzing costings for tenders;
- i) Advising on procurement strategy;
- j) Identifying, analyzing and developing responses to commercial risks;
- k) Providing advice on contractual claims;
- l) Analyzing outcomes and writing detailed progress reports;
- m) Valuing completed work and arranging payments;
- n) Preparations of As-Built drawings and issuing of O&M Manuals

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1.4. CAPACITY BUILDING AND SKILLS TRANSFER

- a) In undertaking the tasks above, capacity building of existing or identified municipal employees will be critical. Evidently the PSP must build capacity building initiatives into their proposals to bridge the skills gaps experienced by municipalities;
- b) The PSP is required to strengthen the overall capacity of the Infrastructure/Planning/Engineering/PMU's by timeously providing professional advice on matters regarding the projects in which they are involved in.

1.5. PROCUREMENT PROCESSES

The PSP's should provide support, guidance and facilitation to enable the municipality to manage procurement processes carried out in the targeted municipality for the purpose of implementing approved projects, **as and when required to do so.**

Such procurement will be managed and implemented within the existing supply chain policies and mandate of the targeted municipality, provincial government, national government, relevant legislation and professional good practice guidelines.

2. COMPETENCY REQUIREMENTS FROM PSP'S AND RELATED SERVICE PROVIDERS

Engineering – Proof of Professional Registration as a Professional Engineer/Technologist with ECSA, with the following expertise:

- a) Must have a minimum of a Tertiary qualification (not less than a degree) in Engineering from a recognized institution. Please note that the academic qualifications will undergo a verification check. A post graduate qualification will be an added advantage.
- b) Must have a minimum of 7 years post-graduation experience including 4 years programme and project management experience.
- c) Ability to interact with respective stakeholders (especially executive management) in all three spheres of government.

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- d) A clear understanding of methodologies used for municipal project planning, implementation, coordination, monitoring and evaluation phases, and be able to give feedback to project stakeholders.
- e) Must have excellent problem solving and mediation skills.
- f) Must have excellent communication and negotiating skills
- g) Ability to absorb complex information and assess the requirements readily.
- h) Understanding of the basic legal framework governing the local government sector.

3. EXPECTED OUTPUTS AND OUTCOMES

The overall expected outcomes of the NLM are as follows:

- a) To have more realistic project cost planning during municipal budgeting process
- b) To significantly reduce service delivery backlogs.
- c) To have more control in terms of project cost management at municipal level
- d) To improve efficiency and value for money during implementation of municipal project
- e) To reduce a lengthy procurement duration by cutting down time on producing specifications and tender documents.
- f) To have a support unit at the departmental level that can assist the municipality on approval issues that forms a core center of project implementation challenges.
- g) To enable the municipalities and sector departments to realize the increased spending on their allocations.

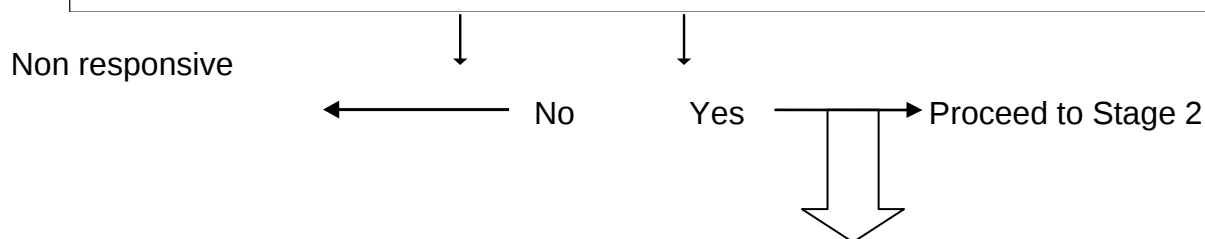
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4. SELECTION OF PSP's AND RELATED SERVICE PROVIDERS

Evaluation Flow Diagram - Responsiveness of Tender

First Stage: Pre-qualifying criteria

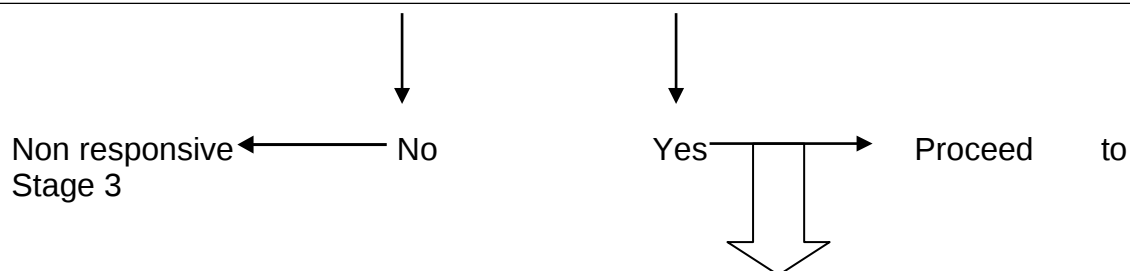
The Tenderer must comply with the submission of **ALL** of the pre-qualifying criteria to be regarded as responsive as outlined in Page 2.



Second Stage: Functionality Evaluation

The Tenderer that complies with **ALL** of the requirement on the first stage will be tested for functionality.

The criteria will be used to determine functionality and minimum points of 70 out of 100 points must be achieved to be regarded as responsive. All tenderers that meet the above requirements will then be evaluated against criteria as set in stage 3. All tenders that fail to achieve minimum



Stage 3 – Registration to the Panel of Service Providers

Registration in the Panel of Service Providers ranked according to the rate and HDI (functionality will take pre-eminence where necessary).

The selection of Service Providers for inclusion on the NLM Panel is solely at the discretion of the Municipality with strategic advice and input from other

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stakeholders. NLM will base the selection of its Service Providers based mainly on the following consideration points amongst others:

- a. Previously demonstrated relevant technical experience and competence in Engineering, infrastructure field programmes and project delivery;
- b. Methodology: The proposed method of undertaking the programme and project management function;
- c. Quality: Focus on quality in terms of programme and project management as well as evaluation of work by other service providers forming part of the project delivery;
- d. Value Added Proposition: Innovation with regard to the methodology for the delivery of Engineering and related infrastructure services across municipalities with an aim to add value with less cost or leverage resources collectively;
- e. Propensity and innovations in terms of capacity building on a municipal level with low capacity for skill absorption.

Applications will be scored according to the evaluation criteria as indicated below. Applicants that score less than 70% in respect of functionality will be regarded as submitting a non-responsive application and will be disqualified.

5. REPORTING

It will be required from successful PSP's and related Service Providers to submit monthly reports in accordance to NLM reporting framework which will be made available after appointment.

6. PROFESSIONAL FEES

Engineering PSP

Professional fees will be categorized according to projects to the typical range of fees that are appropriate as per Vol.669 gazette published 26 March 2021 by ECSA.

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Discount applicable.

Indicate discount applicable as a percentage to secondary fees_____ %

NOTE!!!!**ALL FEES PAYABLE WILL BE IN ACCORDANCE WITH THE APPLICABLE PREVAILING ECSA GUIDELINES WHICH ARE REVIEWABLE ANNUALLY.**

The Professional Fees includes operational and administration expenditure required for the effective undertaking of the assigned tasks. This includes but not limited to Accommodation, Telephone, Printer, 3G, Computer, ICT Equipment, etc.

The NLM reserves the right to appoint the PSP based on any preference type, based on its needs.

Note that the above professional fees above exclude the travelling and subsistence disbursement which will be paid in accordance with the ECSA guidelines.

The successful individual professional service provider will enter into a performance contract with NLM and the payment will be linked to milestones specified in the agreement.

PROJECT DURATION

Successful tenders will be registered in the panel of Service Providers for a period of three (3) years and will be used on and as and when required rotational basis.

Annual projects will be allocated based on the needs of the NLM. Appointment will be based on projects for the following financial years:

Year of appointment	Financial Year
Year 1	2025/26
Year 2	2026/27
Year 3	2027/28

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WORK PACKAGE E

TERMS OF REFERENCE

1. SCOPE OF WORK

1.1 ENVIRONMENTAL SERVICES

The successful Specialized consultant will undertake the following activities and any other activities related to environmental services to the NLM as follows;

PLANNING AND DESIGN STAGE ENVIRONMENTAL

- ii. Planning - Kick off meeting, Initial site visit, Authority consultation & submission of background information and applications, Application forms, Engagement with stakeholders for meetings and facilitation of the approval process etc.
- iii. Application for conducting EIA- Liaison with interested and affected parties, Desktop study and field investigation, Compile EIA application.
- iv. Public participation - Identification of Interested and Affected Parties, Compiling of a Public participation report, advertisement, Notification of the draft report & submission of final report.
- v. Environmental Management Plan - Compilation of an Environmental Management Plan, compilation of an Environmental Risk Report, borrow pit license application, Borrow pit rehabilitation plan, Water Use License Application- WULA.
- vi. Field Work —Identification of unique physical and geological features, Analysis of Social Environment, and Photographic record.

1.2 OHS SERVICES

The terms of reference herein entail the provision of Health and Safety consulting services for Construction Projects. The terms of reference for the Occupational Health and Safety consultant are outlined below:

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1.3 CONCEPTUAL AND DESIGN STAGE OHS

- a) Preparation and development of a baseline risk assessment for the intended construction work project – this shall entail general aspects as well as project specific aspects;
- b) Analysis of the potential hazard and risk associated with the project and preparation of a suitable, sufficiently documented and coherent site-specific Health and Safety specification for the construction work based on the baseline risk assessment contemplated in paragraph a) above.
- c) Provide the Designer with the Health and Safety Specification
- d) Ensure that the Designer takes the prepared Health and Safety specification into consideration during design stage and produce as signed off checklist in this regard;
- e) Ensure that the Client and the Designer carries out all responsibilities contemplated in regulation 5 and 6 and produce as signed off checklist in this regard;
- f) Include the Health and Safety specification in the tender documents;
- g) Execute all other duties, as and when required and when not in conflict of interest, on behalf of the client and designer, as contemplated by regulation 5 and 6.

1.4 CONSTRUCTION STAGE ENVIRONMENTAL

Services to be offered during construction phase include but are not limited to the following;

- a) Environmental compliance monitoring and reporting which takes the following into consideration;
 - ✓ Monitoring requirements and methods (what needs to be monitored and how)
 - ✓ Monitoring roles and responsibilities (who will conduct monitoring)
 - ✓ Frequency of monitoring (when to monitor)
 - ✓ Analysis of monitoring data (what must the monitored results show or reveal)
 - ✓ Application of monitoring results (what to change or correct)
 - ✓ Reporting requirements (to whom and how frequently)

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- b) Management of the environmental related project components.
- c) Management of the implementation of various environmental specifications by both the Engineer and Contractor.
- d) Updating the EMP to take into account of conditions in the authorization and any changes on site.
- e) Ensuring legal compliance of the environmental elated project components.
- f) Liaison with environmental authorities where necessary
- g) Review all the environmental documents from the Contractor including sign off
- h) Conduct environmental monthly audits of all contractor's work on site where necessary
- i) Maintain site documentation related to environmental management (EMP, method statements, audit reports, monitoring results, receipts of waste removal etc.)
- j) Inspect and report on environmental incidents enquiries

1.5 TYPICAL DELIVERABLES

- ✓ Audit reports
- ✓ Monthly environmental reports
- ✓ Mining authorization for identified borrow pits
- ✓ Water Use License
- ✓ Provision of rehabilitation requirements post road rehabilitation
- ✓ Close out reports

1.6 CONSTRUCTION STAGE OHS

- a) Monitoring and Evaluation of the principal contractor and other contractors' Occupational Health and Safety Plan
- b) Provision of Health and Safety induction training for newly recruited labour force
- c) Programmed Health and Safety Audits
- d) Ad-hoc Health and Safety Audits
- e) Evaluation of compliance of the contractor's legal appointments for Occupational Health and safety
- f) Evaluation of the contractor's risk assessment

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- g) Evaluation of the Principal Contractor's Occupational Health and Safety Plan in an audit format which identifies discrepancies together with recommendations to rectify
- h) Reporting, production and submission and monthly Health and Safety related reports
- i) Coordination and Monitoring of all Occupational Health and Safety attributes of the project for the implementation
- j) Execute all other duties, as and when required and when not in conflict of interest, on behalf of the client and designer, as contemplated by regulation 5 and 6.

1.7 CAPACITY BUILDING AND SKILLS TRANSFER

- a) In undertaking the tasks above, capacity building of existing or identified municipal employees will be critical. Evidently the PSP must build capacity building initiatives into their proposals to bridge the skills gaps experienced by municipalities;
- b) The specialized consultant is required to strengthen the overall capacity of the Infrastructure/Planning/Engineering/PMU's by timeously providing professional advice on matters regarding the projects in which they are involved in.

The intention hereof, is to appoint suitably vetted service providers who will facilitate the implementation of the infrastructure projects by providing services and goods at discounted rates. This will ultimately assist the execution of the projects as Service Providers will be recommended for use with appointed Contractors.

All services provided under the abovementioned list of ancillary service providers, must also submit the complete list of requirements (as applicable), in order to be considered for appointment.

These Service providers must list all of the services offered, together with corresponding pricing or value proposition for each consecutive year. These will be considered based on the need, merit, pricing and applicability.

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Submission of your tender does not automatically imply that your services will be utilized on Infrastructure projects during this period. Your appointment under this section will be governed on needs as identified by the Municipality. All conditions as set out for the appointment of the Engineering Service Providers, will also apply for the support services as listed above (as applicable). Tenderers must indicate the applicable reference number on the cover sheet of the tender.

The “Value Proposition” to be submitted under this section, must be detailed and properly articulated to display the advantages and benefit to the Municipality. It must also be valid for a period of 3 years after the closing date of this tender.

1.8 PROCUREMENT PROCESSES

The PSPs should provide support, guidance and facilitation to enable the municipality to manage procurement processes carried out in the targeted municipality for the purpose of implementing approved projects, as and when required to do so.

Such procurement will be managed and implemented within the existing supply chain policies and mandate of the targeted municipality, provincial government, national government, relevant legislation and professional good practice guidelines.

1.9 COMPETENCY REQUIREMENTS FROM SPECIALIZED CONSULTANT’S

Must have a minimum of a Tertiary qualification (not less than a degree) in Environmental/ Health and Safety management from a recognized institution. Please note that the academic qualifications will undergo a verification check. A postgraduate qualification will be an added advantage.

- a) Must have a minimum of 6 years postgraduation experience with at least 3 years’ experience in South African environment and infrastructure development projects.

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- b) Ability to interact with respective stakeholders (especially executive management) in all three spheres of government.
- c) A clear understanding of methodologies used for municipal project planning, implementation, coordination, monitoring and evaluation phases, and be able to give feedback to project stakeholders.
- d) Must have excellent problem solving and mediation skills.
- e) Must have excellent communication and negotiating skills.
- f) Ability to absorb complex information and assess the requirements readily.
- g) Understanding of the basic legal framework governing the local government sector.

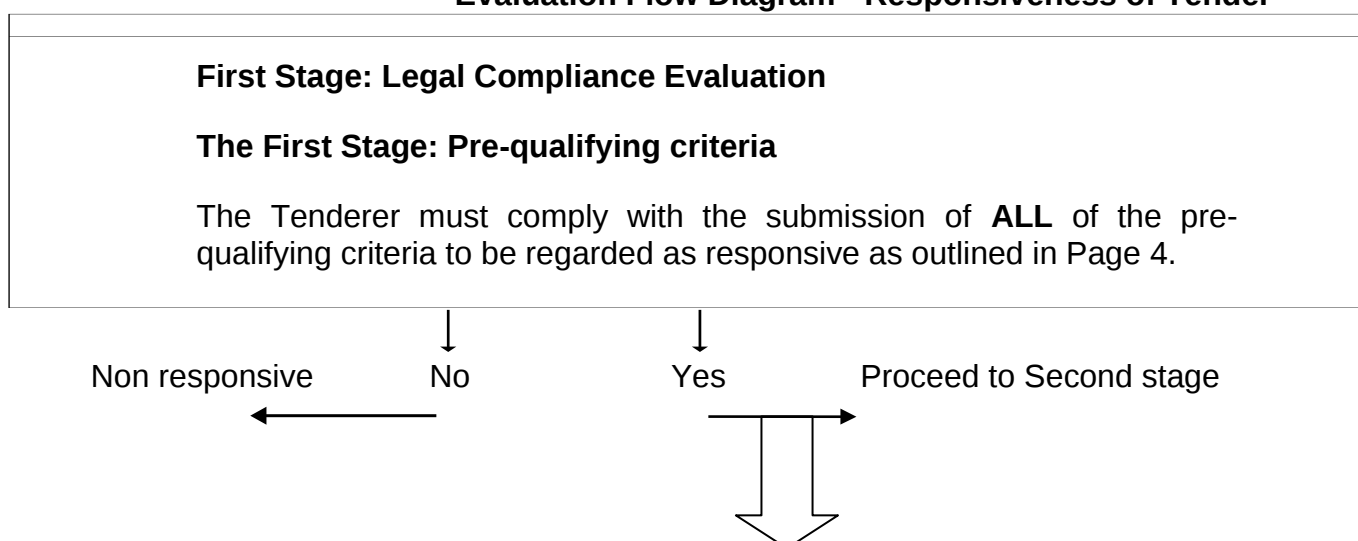
1.10 EXPECTED OUTPUTS AND OUTCOMES

The overall expected outcomes of the NLM are as follows;

- a) To comply from all legislative framework
- b) To improve efficiency and value for money during implementation of municipal project
- c) To reduce a lengthy procurement duration by cutting down time on producing specifications and tender documents.

1.11 SELECTION OF SPECIALIZED SERVICE PROVIDERS

Evaluation Flow Diagram - Responsiveness of Tender

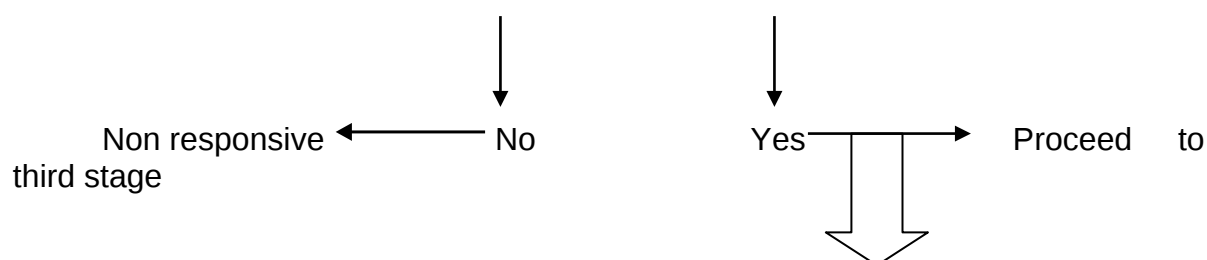


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Second Stage: Functionality Evaluation

The Tenderer that complies with **ALL** of the requirement on the first stage will be tested for functionality.

The criteria will be used to determine functionality and minimum points of 60 out of 80 points must be achieved to be regarded as responsive. All tenderers that meet the above requirements will then be evaluated against criteria as set in stage 3. All tenders that fail to achieve minimum of 60 points for functionality assessments will be regarded as non-responsive.



Third Stage – Registration to the Panel of Service Providers

Registration in the Panel of Service Providers ranked according to the rate and HDI (functionality will take pre-eminence where necessary).

The selection of Service Providers for inclusion on the NLM Panel is solely at the discretion of the Municipality with strategic advice and input from other stakeholders. NLM will base the selection of its Service Providers based mainly on the following consideration points amongst others:

Applications will be scored according to the evaluation criteria as indicated below. Applicants that score less than 60% in respect of functionality will be regarded as submitting a non-responsive application and will be disqualified.

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1.12 PROJECT DURATION

Successful tenders will be registered in the panel of Service Providers for a period of three (3) years and will be used on and as and when required rotational basis.

Annual projects will be allocated based on the of the NLM.
Appointment will be based on projects for the following financial years:

Year of appointment	Financial Year
Year 1	2025/26
Year 2	2026/27
Year 3	2027/28

CERTIFICATE OF AUTHORITY FOR SIGNATURE	T 3
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3.1 SUPPLIERS/CONTRACTORS

3.1.1. "Certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

3.2 JOINT VENTURE

3.2.1. The document of the formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

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EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

“By resolution of the board of directors passed at a meeting held on

.....
Mr./Ms....., whose signature appears below, has been duly authorised to sign all documents in connection with the tender for Contract no..... and any contract which may arise there from on behalf of (block capitals)

.....
SIGNED ON BEHALF OF THE
COMPANY.....IN HIS/HER
CAPACITY

AS:.....DATE:.....
.....

SIGNATURE OF SIGNATORY:
.....

WITNESS:

1:

2.

DECLARATION OF INTEREST MBD 4	T 4
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1. No bid will be accepted from persons in the service of the state:
2. Any person having kinship with a person in the service of the state or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1. Full Name of the bidder or his representative:

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3.2. Identify Number:.....

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

3.4. Company Reference Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:.....

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

3.8. Are you presently in the service of the state?

YES/NO

3.8.1 If yes, furnish particulars:

.....
...

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

(a) A member of-

(i) Any municipal council

(ii) Any provincial legislature, or

(iii) The national Assembly or the national council of provinces

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

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

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

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

(f) An employee of parliament or a provincial legislature

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

3.9. Have you been in the service of the state for the past twelve months?

YES/NO

If yes, furnish particulars:

.....

.....

...

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3.10. Do you have any relationship (family, friend, other) with a person employed by the state/Nkomazi Local municipality who may be involved in the evaluation and adjudication of this bid?

*YES / NO

3.10.1 If yes, furnish particulars:.....

.....

3.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

*YES / NO

3.11.1 If yes, furnish particulars:

.....

...

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of state?

YES/NO

3.12.1 If yes, furnish particulars.....

.....

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

YES/NO

13.13.1 If yes, furnish particulars.....

.....

13.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

13.14.1 If yes, furnish particulars..... YES/NO

.....

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

Full Name	Position filled in the “ State”	ID number	State employee number

.....

Signature

Bid Number

Date

.....

Capacity

.....

Name of the Company

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**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 invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. **DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	2	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2	
more than 30% youth shareholding or owned enterprise	2	
More than 30% people living with disability shareholding or owned enterprise	2	A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	4	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Points for Corporate Social Investment (CSI) or Social Labour Plan proposition	4	Comprehensive Methodology on how the tenderer is planning to invest back to the community of Nkomazi Local Municipality: - Community development grounded on the principles of empowerment, social justice, collective action to mention but a few. - These undertakings shall form part of the service level agreements SLA and be managed as such.

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Points for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	4	➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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***All certified copies must not be older than three months.**

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

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4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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TECHNICAL EVALUATION CRITERIA

All bidders are required to respond to the evaluation criteria measurements. Bidders will be evaluated out of 100 points and are required to achieve a minimum threshold of 70 points in order to proceed to price evaluations. A bidder who scores less than 70 points on technical evaluation will be disqualified.

TECHNICAL EVALUATION FOR WORK PACKAGE A

Criteria	Maximum points	Description of requirements	Maximum Attainable Points
Profile of key staff Attach Certified Qualification and Preregistration of own staff, only submit Qualification for the relevant Engineering Service ticked (certified id and qualifications) Disclaimer: Attach an organogram for the key staff, their CV's should be on the company CV template (not a personal CV) and be not more than three (3) pages. All CV's should be on the same format	30	Project Director/ Engineer (Compulsory Registered with the relevant statutory body)	
		BSC in QS/B.Tech QS/Bachelor of Architecture Studies/B.Tech Arch (Prof Reg. Engineer/Tech/QS/Arch): value 15 points	
		Project Manager/Resident Engineer	
		BSC in QS/B.Tech QS/Bachelor of Architecture Studies/B.Tech Arch: value 6 points	
		Assistant Project Manager/ Assistant Resident Engineer	
		BSC/B.Tech/BAS/B.Tech/Dip (QS/Arch):value 4 points	
		EPWP (Labour Intensive Construction)	
		NQF level 7 accreditation (Develop and Promote Labour-Intensive Construction Strategies), (Any of the above-mentioned personnel, Project Director/Project Engineer Manager/Resident Engineer, Assistant Project Manager/Assistant Resident Engineer): value 5 points	
		NQF level 5 accreditation (Manage Labour-Intensive Construction Projects), (Any of the above-mentioned personnel, Project Director/ Engineer, Project Manager/Resident Engineer, Assistant Project Manager/Assistant Resident Engineer): value 3 points	

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Relevant company experience, competence, capacity and capability to deliver	60	Relevant experience in similar projects for in the public or private sector (Attach signed reference letters from previous clients on the company letterhead with official stamp, and appointment letter/s with completion certificate from the client), Only submit experience for the relevant Engineering Service ticked. R40M Construction value and above: 15 points for each project completed R20-R39M Construction value: 8 points for each project completed R15-R19M Construction value: 5 points for each project completed	60
Skills Transfer to municipalities	10	Demonstrate Training Capabilities to Transfer skills to municipal officials and development of training programme or framework as part of capacity development value 10	
TOTAL			100 points
The bidder needs to score minimum of targeted 70 points to be considered for placement on NLM panel.			

TECHNICAL EVALUATION FOR WORK PACKAGE B, C & D

Criteria	Maximum points	Description of requirements	Maximum Attainable Points
Profile of key staff Attach Certified Qualification and Pr registration of own staff, only submit Qualification for the relevant Engineering Service ticked (certified id and qualifications) Disclaimer: Attach an organogram for the key staff, their CV's should be on the company CV template (not a personal CV) and be not more than three (3) pages. All CV's should be on the same format	30	Project Director/ Engineer (Compulsory Registered with the relevant statutory body)	
		BSC/BEng/B.Tech in Civil Eng (Prof Reg. Engineer/Technologist): value 15 points	
		Project Manager/Resident Engineer	
		BSC/BEng/B.Tech in Civil Eng: value 6 points	
		Assistant Project Manager/ Assistant Resident Engineer	
		BSC/BEng/B.Tech/Dip in Civil Eng value 4 points	
		EPWP (Labour Intensive Construction)	
		NQF level 7 accreditation (Develop and Promote Labour-Intensive Construction Strategies), (Any of the above-mentioned personnel, Project Director/Project Engineer Manager/Resident Engineer, Assistant Project Manager/Assistant Resident Engineer): value 5 points	
		NQF level 5 accreditation (Manage Labour-Intensive Construction Projects), (Any of the above-mentioned personnel, Project Director/ Engineer, Project Manager/Resident Engineer, Assistant Project Manager/Assistant Resident Engineer): value 3 points	
Relevant company experience, competence, capacity and capability to deliver	60	Relevant experience in similar projects for in the public or private sector (Attach signed reference letters from previous clients on the company letterhead with official stamp, and appointment letter/s with completion certificate from the client), Only submit experience for the relevant Engineering Service ticked.	

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		R40M Construction value and above: 15 points for each project completed	
		R20-R39M Construction value: 8 points for each project completed	
		R15-R19M Construction value: 5 points for each project completed	
Skills Transfer to municipalities	10	Demonstrate Training Capabilities to Transfer skills to municipal officials and development of training programme or framework as part of capacity development value 10	
TOTAL			100 points
The bidder needs to score minimum of targeted 70 points to be considered for placement on NLM panel.			

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TECHNICAL EVALUATION FOR WORK PACKAGE E

TECHNICAL EVALUATION FOR WORK PACKAGE 2			
Criteria	Maximum points	Description of requirements	Maximum Attainable Points
Profile of key staff Attach Certified Qualification and Preregistration of own staff, only submit Qualification relevant (certified id and qualifications) Disclaimer: Attach an organogram for the key staff, their CV's should be on the company CV template (not a personal CV) and be not more than three (3) pages. All CV's should be on the same format	20	Project Director/ Engineer	10
		Bachelor Degree in Envi/ Safety Management (Prof Reg. with the relevant body): value 10 points	
		Bachelor Degree in Envi/ Safety Management (Candidate reg): value 6 points	
		Bachelor Degree in Envi/ Safety Management: value 4 points	
		Project Manager	10
		Bachelor Degree in Envi/ Safety Management (Prof Reg. with relevant body) N Dip: value 10 points	
		Bachelor Degree in Envi/ Safety Management N dip (Candidate reg): value 6 points	
		Bachelor Degree in Envi/ Safety Management N Dip: value 4 points	
Relevant company experience, competence, capacity and capability to deliver	60	Relevant experience in similar projects for in the public sector or private sector (Attach signed reference letters from previous clients on the company letterhead with official stamp, and appointment letter/s), Only submit experience for the relevant specialist Service	60
		R450K appointment value and above: 10 points for each project completed	
		R200-R349K appointment value: 5 points for each project completed	
		R100-R199K appointment value: 2 points for each project completed	
TOTAL			80 points
The bidder needs to score minimum of targeted 60 points to be considered for placement on NLM panel.			

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The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

- 1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

- 1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.
- 1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.
- 1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

2.2. Documents to be used

- 2.2.1 Bids must make use of the prescribed bid documents and supply all necessary and required information called for therein.
- 2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects may invalidate the bid.
- 2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bids declared invalid.
- 2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids and to prevent nuisance bids from being submitted.

3. SAMPLES

- 3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/bidder;

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- 3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;
- 3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

- 4.1. Bids close at 12:00 PM on the closing date as indicated in the bid documents.
- 4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.
- 4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

- 5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).
- 5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).
- 5.3. Tenders/bids must be submitted in English.
- 5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).
- 5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.
- 5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

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6. Opening of tenders/bids

- 6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.
- 6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

- 8.1. Firm tender/bid prices and delivery periods are preferred.
- 8.2. "Firm" prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.
- 8.3. "Non-firm" prices are deemed to be all prices which are not "firm."
- 8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.
- 8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a "contract price adjustment factor" calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.
- 8.6. Expressions relating to the delivery of supplies or services which are unspecified such as "soonest" or "earliest" etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

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3. CONSIDERATION OF TENDER/BIDS

- 3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.
- 3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.
- 3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:
 - General Information supplied by the bidder
 - Compliance with bid requirements
 - Pricing
 - Technical Evaluation
 - Preferential Procurement points
- 3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.
- 3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.
- 3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.
- 3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.
- 3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].
- 3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

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Evaluation of bids that scored equal points

3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBEE,

3.9.2. IF two or more bids have equal points, including equal preference points for BBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,

3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots

a. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.

4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.

4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

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4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

- 4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.
- 4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.
- 4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

4.6. Queries relating to the bid

- 4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

- 4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

- 4.81. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and

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- 4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

- 4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –

4.9.1.1. Confidential financial statements of the bidder; and

4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.

4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.

4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

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CONTRACT FORM - PURCHASE OF GOODS/SERVICES

THIS FORM MUST BE FILLED 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 WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

8. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

9. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

10. 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 goods and/or works 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.

11. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

12. 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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13. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

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CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as
.....accept your bid under reference number
.....dated.....for the supply of goods/services indicated
hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

.

2.

.

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<i>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?</i> <u>(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).</u> <u>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.</u>	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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LETTER OF TENDER (FORM OF OFFER)**T9**

The Municipal Manager
Nkomazi Municipality
Private Bag X 101
Malalane
1320

Sir/Madam

CONTRACT NO: NKO:15/2025 APPOINTMENT OF VARIOUS PROFESSIONAL SERVICE PROVIDERS FOR INFRASTRUCTURE PROJECTS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (3 YEARS).

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
17/03/2025	06/05/2025	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to **APPOINTMENT OF VARIOUS PROFESSIONAL SERVICE PROVIDERS FOR INFRASTRUCTURE PROJECTS FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (3 YEARS)**, conformity with the above-said documents and addenda, for the sum of -

(Price not Applicable)

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 36 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

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6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.
7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
12. I/We choose *domicilium citandi et executandi* at -

.....

in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THEDAY OFIN THE YEAR OF.....

ON BEHALF OF:

ADDRESS.....

TELEPHONE NUMBER

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

_____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and

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- conditions of the bid; or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

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1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

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1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of 5.1 The supplier shall not, without the purchaser’s prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the

inspection. contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

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10. Delivery and documents 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

18. Contract 18.1 No variation in or modification of the terms of the contract shall be ^{amendments} made except by written amendment signed by the parties concerned.

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

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the

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current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;

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- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination

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will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute

or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in

the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether **under** the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

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30. Applicable 30.1 The contract shall be interpreted in accordance with South African law laws, unless otherwise specified in SCC.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP) 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.	34 Prohibition of
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