NGQUSHWA LOCAL MUNICIPALITY

TENDER DOCUMENT

APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

BID NO.:8/2/061/2024-2025

ISSUED BY:

MUNICIPAL MANAGER
Ngqushwa Local Municipality
P O Box 539
PEDDIE
5640
Tel: 040 6733 095
Fax: 040 673 3771

NAME OF THE TENDERER:

……

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BID INVITATION

Bids are hereby invited from suitably qualified and experienced service providers for the below mentioned services:

Bid No:	Description	Closing Date	Enquiries
8/2/061/2024-202	Appointment of a Consulting Engineer for planning, design, monitoring, and supervision of Electrical services for the electrification of street lights and high mast lights in Hamburg Town.	25 November 2024 Time: 11h00	Technical Queries: Ms N Mgwigwi nmgwigwi@ngqushwamun.gov.za Tel: 040 673 3095 Bidding Queries: Mr. A. Dlula Tel: 040 673 3095 adlula@ngqushwamun.gov.za

The Municipality is requiring a service provider for the above-mentioned services. **The documents will be available for download on the Municipal Website for downloading at no cost** to the service providers. Completed bid documents are to be placed in a sealed envelope endorsed the above-mentioned services and must be deposited in the Bid Box, at the offices of the Ngqushwa Local Municipality, **not later** than the **above-mentioned** date at 11h00. **NB: Bidders who are working for state will not be considered.**

Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022)

Bidders must take note that a (Ability Criterion) will be undertaken as follows:

Description of Quality Criteria
Company Experience
Expertise
Methodology

The bids will be evaluated on the basis of the Preferential Procurement Policy Framework ACT No 5 of 2000 and the regulations thereto (2022) as well as the Ngqushwa Local Municipality's Supply
Chain Management Policy.
<u>The bids will be evaluated in one stage</u>:

- Stage 1 (Ability of a Service provider)
- Stage 2 Price and Specific Goals

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for

a) Price; and
b) Specific Goals

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

	Points
Price	80
Specific Goals	20
Total Points for Price and Specific Goals must not exceed	100

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (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)	What must be submitted to claim points
Black (HDI)		20 Points			Affidavit and ID Copy

1. PURPOSE

Ngqushwa Municipality seeks to appoint a suitably qualified, competent, and experienced Professional Service Provider - Electrical Engineering Consultant, for planning, design, supervision, and construction monitoring until the completion stage of the project in Hamburg Town.

2. BACKGROUND

Ngqushwa Local Municipality is a beneficiary of the Small-Town Revitalization Project from the Office of the Premier (OTP). The estimated amount earmarked for the Small-Town Revitalization Project is R 20 million subject to effective and satisfactory performance of the project team. The aim for the project will focus on infrastructure development in line with the Objectives National Development Plan 2030 and United Nations Sustainable Development Goals.

The Scope of Works generally includes Electrical Engineering Works:

- 10km of Street Lights on the main road & Internal Street.
- High Mast Lights.

3. PROJECT DELIVERABLES

1. The main project deliverables are as follows:
    - Confirmation of project scope
    - Site investigation tasks such as Survey, Environmental assessment (EMP, registration of the project with SAHRA, etc)
    - Preparation of a Detail Design Report
    - Present the project at Eskom SoC during the Stakeholder Management

Meeting (SHM), FSOW and DRT).

- Project Cost Estimate
- Preparation of Tender Documentation with Detailed Schedule of Quantities
- Site Supervision / Construction Monitoring
- Submission of all relevant/required documentation to relevant stakeholders (ESKOM, Department of Minerals and Energy, etc.) in order to energize the households.
- Preparation of Close-out report to include as-built drawings.

4. COMPREHENSIVE SCOPE OF WORKS

2. A comprehensive scope of works is as follows:

Stage	Activities
1. Inception	**Inception Report covering** • Report on project, site, and functional requirements. • Agreed scope of services and work. • Consultants Team with Organogram and responsibilities. • Schedule of required surveys, analyses, site, and other investigations. • Project Implementation Time Frame.
2. Concept and Viability (Preliminary Design)	**Preliminary Report covering** • Construction Specifications. • Result/analyses/report of Survey and investigations. • proposed design drawings. • Cost estimates in the form of Bill of Quantities. along with cost analyses and life cycle costs. • Alternatives if envisaged. • EIA and EIM reports.
3. Design Development (Detail Design	**Detail Design Report covering** • Design concept, final and accepted. • SHM, FSOW and DRT Presentations. • Construction Specifications, final and accepted. • Result/analyses/report of Survey and investigations, final and accepted. • Detail design drawings, final and acceptance • Cost estimates in the form of Bill of quantities, final and accepted.

4. Documentationand Procurement	**Tender Documents covering** • Specifications • Working drawings • Bill of quantities • Project budget, final estimates • Tender evaluation report and recommendations.
5. Contract Administration and Inspection	**Construction monitoring and quality management** • Social facilitation • Project Steering Committee. • Project planning and control • Progress reports. • Meetings • Occupational Health and Safety Issues. • Quality Control Measures.
6. Close-Out	**Project Close-Out stage** • As-built drawings • Project Handover • Close-out report

T1.1 Tender Notice and Invitation to Tender

	INVITATION TO TENDER **BID NO.:8/2/061/2024-2025** **APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN**

PROFESSIONAL SERVICE PROVIDERS ARE HEREBY INVITED TO SUBMIT TENDERS FOR THE PROVISION OF CIVIL ENGINEERING SERVICES.

Only those tenderers who have in their management and employment suitably registered Professional Persons in accordance with relevant South African legislature for Professionally Registered Persons and in terms of relevant professional bodies may submit tenders.
Tender documents must be downloaded from the Ngqushwa Municipality website **www.ngqushwamunicipality.gov.za** and shall be available from **05 November 2024**.

TENDERERS SHALL TAKE NOTE OF THE FOLLOWING TENDER CONDITIONS:

a) The Ngqushwa Municipality Supply Chain Management Policy will apply

b) The Ngqushwa Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.

c) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted

d) All pages must be initialed and signed where necessary failure to do so will lead to disqualification

e) Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed

f) Bids submitted are to hold good for a period of 90 days

g) SARS pin to be declared in the bid

h) Bid documents must remain intact

i) Must provide a Municipal Levy Clearance Certificate/municipal account not older than three months from a municipality where the entity operates (Lease agreements and sworn statements /

affidavits are also accepted).

j) Use of Tippex will render the bid non- responsive

k) Declaration pages must be fully completed and signed

l) Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.

m) All copies must be originally certified and not older than three (3) months.

n) Failure to complete ALL the supplementary information may result in the bid being deemed non-responsive.

o) Ngqushwa Municipality shall not do business with any person in the service of the state.

p) Bidders must be registered on National Treasury's Central Supplier Database (CSD)

Completed tenders in Black ink, in a sealed envelope and clearly marked ***"BID NO.:8/2/061/2024-2025 - "*****APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN**
" must be placed in the Tender Box, situated at Ngqushwa Local Municipal Offices, Erf 313 Main Road, Peddie not later than 25 November 2024 at **11:00***AM*.

Tenders shall remain valid for a period of 90 days from closing date and No late, faxed, e-mailed or other form of tender rather than physical will be accepted.

For SCM Enquiries please contact Mr. A Dlula at (040) 673 3095 or adlula@ngqushwamun.gov.za and for Technical enquires Mr. L. Mbandazayo & Ms. N. Mgwigwi at (040) 673 3095 or lmbandazayo@ngqushwamun.gov.za and nmgwiwi@ngqushwamun.gov.za

Ndoda Mgengo
Municipal Manager

BID NO.:8/2/061/2024-2025

APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

PART T.1.2.

TENDER DATA

NGQUSHWA LOCAL MUNICIPALITY

BID NO.:8/2/061/2024-2025

APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

Tender Data (T1.2)

The conditions of tender are the standard conditions of tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as published in Board Notice 12 of 2009, Government Gazette No 31823 of 30 January 2009 of Construction Industry Development Board (CIDB) Standard for Uniformity in construction Procurement

The standard Conditions of tender make several references to the tender Data for details that apply specifically to this tender. The tender data make shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of Data given below is cross- referenced to the clause in the standard conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard conditions of tender as set out in the Tender Data below shall apply to this tender.

Clause number	
F.1.1	The Client is: MUNICIPAL MANAGER NGQUSHWA LOCAL MUNICIPALITY (NLM) P.O. Box 539 PEDDIE 5640
F.1.2	The Bid documents issued by the Client comprise: Part T1- Tendering procedures T1.1 Bid notice and invitation to tender T1.2 Bid data Part T2- Returnable documents T2.1 List of returnable documents T2.2 Bid Schedules (Included in T2.1) Part C1: Site Information C1 Site Information

F.1.4	The Client's representative is: Name: Mr. L. Mbandazayo Tel: 040 673 3095 Acting Director: Technical & Infrastructure Department	Address: Erf 313 Main Road. Peddie 5640
F.2.1	1) Only bidders who meet minimum requirements will be deemed to be acceptable bids - see F3.11 below.	

Bidder	Witness 1	Witness 2	Employer	Witness 1	Witness2

F2.5	The service provider is deemed to be in possession and have knowledge of the documents referred to in these documents but not attached.
F.2.12	No alternative bid offer will be considered
F.2.13.5	The client's address for delivery of bid offers and identification details to be shown on the bid offer package are: Location of Bid box: -- NGQUSHWA LOCAL MUNICIPALITY, PEDDIE, 5640; BID NO.: 8/2/060/2024-2025
	Physical address: Erf 313 Main Street, Peddie, 5640
F 2.13.3	Bids may only be submitted on the Bid documentation issued by the NLM.
F2.14	Take particular note of this clause and ensure that you have provided all the data, information and documents requested and completed all documents/forms/schedules required.
F.2.15	The closing time for submission of bids is **25 November 2024** at **11:00 AM.**
F.2.16	Tender validity period of 90 days from closing date and no late, faxed, e-mailed or other form of tender than physical will be accepted.
F.2.23	The bidder is required to *submit with his bid*. (1) a valid original Tax Clearance Certificate, or copy thereof, issued by the South African Revenue Services;
F.3.11.5	**The following steps will be followed during evaluation.** 1. Determination of whether or not tenders are complete. 2. Determination of whether or not tenders are responsive. 3. Determination of functionality of tenderers. 4. Determination of the reasonableness of the tenders. 5. Awarding of points. 6. Ranking of tenderers according to the total points accumulated. 7. Performance of risk analysis by checking the credit record of the tenderers. The evaluation of Tenders will be conducted in the following three stages as follows: **(a) Stage 1: Compliance**

	This stage determines on whether or not Tenders received are compliant and responsive **(b) Stage 2: Functionality** Secondly, the assessment of functionality will be done in terms of the functionality evaluation criteria, bidders who score minimum requirements will be evaluated further and therefore eligible for award.

Bidder	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Criteria	Submission
Company Relevant Experience: List of similar projects successfully completed for Government / Public Sector, at least 3 projects with **R 1 500 000.00** appointment each or higher.	3 x Appointment Letters and their Reference letters with traceable contacts.
Expertise: The Director shall have (**BSc Degrees/ B-Tech** in **Electrical Engineering**), skills, and experience of Engineers / Project Leaders to be assigned and committed to work on the project.	10 years and above experience in the Electrical Engineering Field (Attach CV and Certified Copies of Qualifications)
Registration with ECSA as a Professional Engineer/ Professional Technologist.	Attach a Certificate of Registration
Company to provide proof of 10 years or more experience in the Electrical Engineering Field.	CK certificate
Methodology: Methodology Should have the following topics. • Scope management • Quality management • Risk management • Time management • Cost management	A Detailed Methodology

Specific Goals: Specific Goals Black 20 points	

5. DURATION OF THE PROJECT

The project duration is estimated to be **twenty-four (24) months** from the Inception Stage to the Close-out Stage. The first **four (4) months** are allocated for the design stages (Stages 1, 2, and 3) and the remaining **twenty (20) months** are for tender, construction, and close-out stages (Stages 4, 5, and 6).

6. APPOINTMENTS AND PAYMENTS

On appointment, the fees will change, and increase/decrease based on the contractor's appointment (cost of works), the estimated distances, and the duration of the project.The adjustment will be an attachment to the Bidders Services Level Agreement (SLA).

Payment will be processed twice a month, by the 15th and 25th of every month timeously during the contract period. The Municipality is required to pay its suppliers within thirty days of submission of the documents.

No service provider will be paid if it is non-compliant with SARS and as per the requirements by SCM of the Municipality.

7. FEE STRUCTURE FOR ELECTRICAL ENGINEERING PROJECTS AS PER ECSA GUIDELINES

Bidders are to use **Annexure A**: Pricing Schedule for the provision of the offer.

Bid Evaluation Criteria

All bids will be evaluated based on ECSA Fee Guidelines (Government Gazette, March 2021: ECSA Guideline Professional Fees Act 46, 2000. **Failure to comply with the guidelines will be deemed non-responsive and, therefore disqualified.**

3. 8.1 Normal Fees

Bidders are required to determine the Normal Fees by using the ECSA Guidelines. **The fee must then be multiplied by the relevant factor from the tables provided from the guide and the Description of works clearly indicated.**

4.

Stage of Services	Typical percentage points for each stage
1. Inception	5
2. Concept and Viability	25
3. Design Development	25
4. Documentation and Procurement	15
5. Contract Administration and Inspection	25
6. Close-Out	5

5.

6.

7. **8.2 Additional Services Fees**

Specialist sub-consultants: The services here under are additional to the normal services provided by the consulting engineer and are specifically aimed at providing Specialist sub-consultants. It is mandatory under these services that a **Health and Safety Agent** is provided.

Bidders are therefore required to provide all Specialist sub-consultants that will be required and relevant to the project, these will be remunerated as a **Lump- Sum** or **Time-Based Fee**. The agreement on the scope of services a remuneration must be in writing and should be concluded before the services are rendered.

Construction Monitoring: As per the ECSA Guidelines Bidders will be compensated for traveling and time spent on-site during the implementation stage of the project over and above the percentage-based fees (Contract Administration and Inspection). **Level 2** monitoring will be administered and will be remunerated as **Time Based Fees**.

NB: All additional services are important, Bidders must ensure that an Environmental Specialist is catered for, and realistic timelines are detailed as much as possible as this will be our priority during the design stage; we will be working in an environment-sensitive area at Hamburg.

8. **8.3 Time-Based Fees**

As per the ECSA Guidelines Bidders will be compensated for traveling and time spent on site during the implementation stage of the project over and above the percentage-based fees (Contract Administration and Inspection) including Specialist sub-consultants. Bidders must consider that;

- the estimated distance from the Engineers Office to Ngqushwa Local MunicipalityOffices. (to be provided by Bidder)
- the estimated distance from Ngqushwa Local Municipality to the Site Office is 30 km's, **return is 60 km's**
- the number of scheduled visits per month during construction is **four (04)**
- the estimated duration in months of the project during construction is **eighteen (18) months.**
- the Lump-sum for all sub-consultants is deemed to include site visits and required reports

9. 8.4 Reimbursable Expenses

Expenses and costs: Subject to ECSA Guidelines, Bidders may recover fromthe client; all expenses actually incurred by the consulting engineer and members of the consulting engineer staff in rendering their services, all other costs incurred on behalf of and with approval of the client, plus a mark-up of **10 percent.**

Recoverable expenses include: Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer's staff and the Travelling time on the basis of the submitted rate for all time spent in traveling by the consulting engineer or members of his or her staff.

Agreed costs of typing, production, copying, and binding of contract documents, prequalification documents, feasibility reports, preliminary design reports, final reports, and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc.

Bidders will also be required to compile tender documents for contractors during stage 4 (Documentation and Procurement) and also avail themselves during briefings and closings it is therefore important not to under-estimate the cost of this section.

A lump sum or percentage of the cost of REIMBURSABLE EXPENSES must be determined to cater for all or any of the above.

8. FORM OF OFFER AND ACCEPTANCE

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

Provision of Professional Engineer

The Bidder, identified in the offer signature block, has examined the documents listedin the Bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of the Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

1. **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

.....Rand(in words); R..... (in figures) (or other suitable wording)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

Signature: .....
Name: .....
Capacity: .....

For the Bidder:

.....
(Name and address of organization)

Name and Signature of Witness:.....

Date:.....

Acceptance

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

Deviations from and amendments to the documents listed in the Bid data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

Signature(s): .....

Name(s).....

Capacity:.....

For the Employer

_____

(Name and address of organization)

Name and Signature of Witness:..... Date: .....

ATTACHED ANNEXURE(s) A

For the Bidder: NGQUSHWA LOCAL MUNICIPALITY						
PROFESSIONAL ENGINEERING SERVICES						
STAGE	**1**	**NORMAL SERVICES**	**UNIT**	**QTY**	**RATE**	**AMOUNT**
NORMAL SERVICES	1.1	Inception	5%			
	1.2	Concept and Viability	25%			
	1.3	Design Development	25%			
	1.4	Documentation and Procurement	15%			
	1.5	Contract Administration and Inspection	25%			
	1.6	Close-Out	5%			
	1.7	**Sub-Total For Normal Services**				
ADDITIONAL SERVICES	**2**	**ADDITIONAL SERVICES**				
	2.1	MV Survey	Sum			
	2.1.1	Mark-up for Item 2.1				
	2.2	LV Survey	Sum	1		
	2.2.1	Mark-up for Item 2.2				
	2.3	GIS Premarketing	Sum			
	2.3.1	Mark-up for Item 2.3				
	2.4	Environmental Issues (SAHRA)	Sum			
	2.4.1	Mark-up for Item 2.4				
	2.5	Employment of local students in training	Month	5		
	2.5.1	Mark-up for Item 2.5				
	2.6	**Sub-Total For Additional Services**				
TIME-BASED SERVICES	**3**	**TIME-RELATED**				
	3.1	Category A		Rate Only		
	3.2	Category B		Rate Only		
	3.3	Category C		Rate Only		
	3.4	Category D		Rate Only		
	3.5	**Sub-Total For Time-Based Services**		Rate Only		
DISBURSEMENTS	**4**	**DISBURSEMENTS**				
	4.1	Percentage of Professional Fees	%			
	4.2	**Sub-Total For Disbursements**				
	5	**TOTAL**				
	6	**Discount**	%			
	7	**TOTAL AFTER DISCOUNT**				**R**
	8	**VAT@15%**				**R**

	9	**TOTAL CARRIED TO FORM OF OFFER INCLUDING VAT**				**R**

Bidder	Witness 1	Witness 2	Employer	Witness 1	Witness2

	Restricted bidders List Thereafter tenderers will be checked against the list of restricted bidders at National Treasury. The Municipality is not required by Treasury to award tenders to bidders who are on the restricted bidders list.
	Acceptance of Tender Offers The employer will accept the tender offer, if it is in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer; a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement, b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) Has the legal capacity to enter into the contract, d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, e) Complies with the legal requirements, if any, stated in the tender data, and f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Bidder	Witness 1	Witness 2	Employer	Witness 1	Witness2

BID NO.:8/2/061/2024-2025

APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

PART T.1.3.

STANDARD CONDITIONS TO TENDER

NGQUSHWA LOCAL MUNICIPALITY

APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

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F.1 General

F.1.1 Actions

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

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

Note:

1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the Chairperson of the Evaluation Committee and in a form, that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to

submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such

duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

F.2.13.5 Seal the original of the tender offer as separate packages marking the packages as "ORIGINAL". Each package shall state on the outside the employer's address and

identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

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

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

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or

prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, test and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.3 Make available the record of the submitted bids after the closing time and date.

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

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

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

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APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

PART T.2

RETURNABLE SCHEDULES

NGQUSHWA LOCAL MUNICIPALITY

BID NO.:8/2/061/2024-2025

APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

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T2.2 Returnable Documents

T 2.1 List of Returnable Documents and Schedule

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T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

Indicate the type of the entity tendering with X;

Sole Proprietary	
Close Corporation	
Company	
Joint Venture	

1. Name of Tendering Entity: .....

2. Particulars of sole proprietors, partners in partnership or members enterprise of JV:

(a) For Sole Proprietors or partners in partnership

No	Name and Surname	Identity Number	% Owned	Black or Non-Black
1				
2				
3				
4				

(b) For Joint Ventures

No	Name of Members of JV	% Owned	Black or Non-Black
1			

2			
3			
4			

3. Particulars of Tendering Entity (Sole Proprietors or Partnership)

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

4. Particulars of Tendering Entity (JV)

Member 1

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

Member 2

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

Member 3

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

Member 4

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

ATTACH THE FOLLOWING DOCUMENTS

For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Certified ID Copies of Members of Tendering Entity

For JV's

- JV Agreement
- CK 1 or CK 2 for Close Corporation

For Companies

- Audited Shareholder's Certificate
- Certified ID Copies for members of the tendering entity
- All shareholders of the tendering entity.

Name of Tenderer: ..... Date: .....

Signature:..... Position: .....

Full name of signatory: .....

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T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM B: DECLARATION OF INTEREST

DECLARATION OF INTEREST

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars:

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

3.7.1 If so, furnish particulars.

.....

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES/NO**

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?..... **YES/NO**

3.9.1 If so, furnish particulars

.....

.....

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

3.10.1 If so, furnish particulars.

.....

---

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

.....

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

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, the undersigned (name).....certify that the information furnished on this declaration form is correct and I accept that the state may act against me should this declaration prove to be false.

....
Signature Date

....
Position Name of Bidder

NGQUSHWA LOCAL MUNICIPALITY

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T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM C: 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audit alter am partem* rule was applied).**	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)? **(To access this Register enter the National Treasury's website,** www.treasury.gov.za**, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	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 the Bidder.....

NGQUSHWA LOCAL MUNICIPALITY

BID NO.:8/2/061/2024-2025

APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM D: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Form must form part of all bids[1] 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 Form 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:

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 consortium[3] will not be construed as collusive bidding.

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

NGQUSHWA LOCAL MUNICIPALITY

BID NO.:8/2/061/2024-2025

APPOINTMENT OF A CONSULTING ENGINEER FOR PLANNING, DESIGN, MONITORING, AND SUPERVISION OF ELECTRICAL SERVICES FOR THE ELECTRIFICATION OF STREET LIGHTS AND HIGH MAST LIGHTS IN HAMBURG TOWN

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM E: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :	
Contact number :	
Office address :	

Signatories for Tendering Entity shall confirm their authority to do so by attaching a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

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BID NO.:8/2/061/2024-2025

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T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM F: FINANCIAL REFERENCES

1. DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:	
ACCOUNT NAME: ***(e.g. ABC Civil Consulting)***	
ACCOUNT TYPE: ***(e.g. Savings, Cheque etc)***	
ACCOUNT NO:	
ADDRESS OF BANK:	
CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	
How long has this account been in existence:	0-6 months [ ] 7-12 months [ ] 13-36 MONTHS [ ] More than 36 MONTHS [ ] (Tick which is appropriate)

2. Authorised bank account details

I/We hereby authorise the Employer to process all payments due to us through EFT direct to the banking details provided above.

Name of Tenderer: .....Date: .....

Signature: .....Full name of signatory:.....

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T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM G: MUNICIPAL ACCOUNT OR LEASE AGREEMENT

a) Tenderers are required to submit a municipal account bearing the Tenderer's Entity's name as proof of payment of municipal services which is not older than 3 months at tender closure date.

b) **For Joint Ventures,** Tenderers are requested to submit Municipal Statement Account for each member of the JV and conditions of Lease agreement are stipulated below (c)

c) Conditions for Lease agreement;

(i) In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.

(ii) The Same Lessor's Company name and the must appear on both the Lease Agreement and Municipal Statement Account.

(iii) The Lessee's Entity name must appear on the Lease Agreement.

Name of Tenderer: .....Date: .....

Signature : ..... Full name of signatory:.....

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND COMPLIANCE PURPOSES AND MAY CARRY AUTOMATIC DISQUALIFICATION IF NOT FULLY COMPLETED

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX

Tenderers taxes must be in order before they be considered for evaluation, tenderers are therefore requested to complete the attached form and submit it to SARS to enable SARS to issue original Tax Clearance certificate which must be submitted by the tenderer together with this tender.

For Joint Ventures, Tenderers are requested to submit Original Tax clearance Lease agreement for each member of the Joint Venture.

Only original Tax clearance certificate will be accepted by the employer.

Name of Tenderer: .....Date: .....

Signature: ..... Full name of signatory: .....

SOUTH AFRICAN REVENUE SERVICES	Tender No: ..... Closing Date: .....

DECLARATION OF GOOD STANDING REGARDING TAX

PARTICULARS

1.Name of Taxpayer/Tenderer: .....

2.Trade Name: .....

3.Identification Number: (If applicable) | | | | | | | | | | | | |

4.Company / Close Corporation registration number: | | | | | | | | | | |

5.Income Tax reference number: | | | | | | | | | | |

6.VAT registration number: (If applicable) | | | | | | | | | | |

7.PAYE employer's registration number: (If applicable) | | | | | | | | | | |

DECLARATION

I, ... the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) Have been satisfied in terms of the relevant Acts; or

(ii) That suitable arrangements have been made with the Receiver of Revenue,..... to satisfy them.*

....
SIGNATURE **CAPACITY** **DATE**

<u>PLEASE NOTE:</u>*The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

SECTION B: OTHER RETURNABLE DOCUMENTS REQUIRED FOR EVALUATION AND SCORING PURPOSES

NGQUSHWA LOCAL MUNICIPALITY

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T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENT REQUIRED FOR TENDER EVALUATION AND SCORING PURPOSES

NGQUSHWA LOCAL MUNICIPALITY

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FORM G: TRACK RECORD, EXPERIENCE AND UNDERSTANDING MUNICIPAL ENVIRONMENT

1. Years of Experience

Tenderers must indicate the total number of years of experience in a Municipal Environment by completion the table below;

Description	***Number of years***
Total Number of Years' experience as a firm in a Municipal Environment	

2. Completed Projects

Tenderers are requested to provide 5 projects previously involved with in a municipal environment by completing the table below

No	**Name and Description of the Project**	**Value in Rands R'000**	**Date**		**Employer**		
			Assigned	**Completed**	**Name of employer**	**Contact Person**	
						Name and Surname	**Tel. No**
1.							
2.							
3.							

No	Name and Description of the Project	Value in Rands R'000	Date		Employer		
			Assigned	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
4.							
5.							

Tenderers must attach copies of completion certificates

Name of Tenderer : .....Date: ..... Full name of signatory:.....

Signature : .....Position: .....

SECTION C: OTHER RETURNABLES REQUIRED FOR NON-EVALUATION PURPOSES

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T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM B: RECORD OF ADDENDA TO TENDER

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

Name of Tenderer : .....Date: .....

Signature : .....Position: .....
Full name of signatory: .....