

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
MRS D. N. GAMBU

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Telephone No. 033 – 392 2597

CONTRACT No. SCM 01 OF 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION

Tenderer's Name:
Postal Address:
Telephone No:
Fax No:
E-Mail Address:
Contact Person:

Tenders contained in sealed envelopes and marked with “**Contract No. SCM 50 of 20/21**” and the **Contract Description** must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201, not later than **12h00** on **Wednesday, 11 August 2021** when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

THE MSUNDUZI MUNICIPALITY
TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

No.	Description	<u>Tenderer to Tick (√)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in INK and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in INK and corrections counter-signed? (No correction fluid used)		D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	N/A	D	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017" been completed in its entirety and signed?			
9	As an EME , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
10	As a NON-EME , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?			
11	Is a valid Original Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided?		D	
12	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	

***** D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : _____

Signature : _____

Date : _____

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

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9.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
9.2	The Tender Notice appeared in The Ilanga newspaper and on Council's website on Thursday, 08 August 2021.	

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION
TENDER NOTICE

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced contractor for installation road studs within the Msunduzi Municipality's area of jurisdiction. **Only Contractors who have a CIDB grading of 2SK or higher will be considered for appointment.**

Tender documents will be made available to tenderers from **14h00 on Thursday, 08 July 2021.**

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on **www.etenders.gov.za**.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R568.10 (including VAT)** for each document drawn. Only cash, bank guaranteed cheques or EFT payments will be accepted. **A copy of the Tender Deposit Receipt must be attached to the tender document (if purchased at the Municipality).**

Tenders must be submitted both in hard copy and on CD/USB flash Drive contained in sealed envelopes and marked with "Contract No. SCM 01 OF 21/22" with the Contract Description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, not later than **12h00, on Wednesday, 11 August 2021**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: Four (4) months commencing from the closing date of tender.

SECTION 2 – SUPPLY AND INSTALLATION OF ROAD STUDS

No.	Evaluation Criteria	Maximum Points
1	Number of similar projects successfully completed	20 Points
2	Experience of team leader / supervisor in work of a similar nature.	20 Points
Total Functionality Points		40 Points
Threshold to Qualify for Stage Two		70% (28 Points)

Tender Adjudication/Evaluation Criteria: The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria:-

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MR. M.P KHATHIDE: CITY MANAGER

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official.

Service Providers arriving at the Site Inspection/Tender Briefing Meeting after the stipulated starting time will be disqualified. Further, all Service Providers will be required to present their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the City Hall, Pietermaritzburg not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening, except

for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za

Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from

08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD. For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

Failure to provide the above information shall render the tender to be disqualified.

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Tenderers shall be required to submit, together with the tender document, a **valid original** Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender. **Certified copies of the Tax Clearance Certificate will not be acceptable.**

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all

costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc., unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council may not make any award to a person:-

- (a) who is in the service of the state ;
- (b) if that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) who is an advisor or consultant contracted with the municipality or municipal entity.

14. MUNICIPAL FEES

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply: -

The Tenderer shall be required to pay an appeal/objection fee in the amount of zero **point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager / Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

Tenderers shall be required to submit, together with the tender document, a valid original or certified copy of their B-BBEE status verification certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice and must be valid until the closing date of the tender.

Tenderers who have submitted a valid and original or certified copy of their B-BBEE

Status Level Verification Certificate or a sworn affidavit to the Council for **any other contract** need not submit a further Verification Certificate or a sworn affidavit provided that the Verification Certificate or a sworn affidavit previously submitted is still valid until the closing date of this tender. In this instance, the Tenderer will be required to indicate below the Contract No. in order to qualify their tender.

Contract No.	
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17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Tenderers intending to tender in the form of Joint Ventures / Consortiums **must submit** the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

18. ADJUDICATION CRITERIA

The tender shall be evaluated on a **Two Stage Evaluation System** – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the criteria as outlined in the Tender Document herein.

19. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;

- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

The following definitions shall apply:-

"Council" means the Msunduzi Municipality.

"Engineer" means the General Manager: Infrastructure Services of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Head: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Head: Supply Chain Management's duly appointed Representative.

"Contractor" means the person, firm or company whose tender has been accepted by the Msunduzi Municipality and includes the supplier's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Supplier.

"Contract Document" means the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Priced Schedule of Rates and Prices, Drawings (if any), Tender Form and Annexures thereto and the final Letter of Acceptance.

"Contract Price" means the sum named in the tender, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions hereinafter contained.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A": Alterations by Tenderer hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Goods" means the equipment, plant, vehicles or materials to be supplied in accordance with the Contract.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" means the South African Revenue Services.

2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the specification and shall be subjected to such tests, carried out

by such persons, as the Engineer may direct at the place of manufacture or fabrication or at the delivery site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, mass or quantity, mass or quantity of any materials for testing as may be required by the Engineer. The Contractor may be present at any tests which the Engineer decides to carry out.

3. SAMPLES FOR QUALITY CONTROL

If samples are required in terms of the specification, such samples shall be supplied by the Contractor at his/her own cost.

All samples approved by the Engineer will be retained by him/her as standards for the duration of the contract.

The Council reserves the right to purchase any sample submitted at the tender price. Samples not so purchased will be recoverable by the Contractor at his/her expense.

4. REMOVAL OF IMPROPER MATERIALS

All materials delivered to the delivery site will be inspected by the Engineer and should any be delivered which, in the opinion of the Engineer, are inferior in quality or workmanship to the deposited sample or to the standard required in the Specification or be found to be damaged on delivery, such goods shall be immediately removed by the Contractor.

No payment will be made for any materials nor for any loss incurred by the Contractor as a consequence of such rejection.

5. QUANTITY

The Council does not guarantee to purchase any specific quantity and orders will be placed for materials as and when they are required. The tendered price shall apply to all purchases regardless of the quantity ordered. Should the Contractor wish to place any limit on the maximum quantity to be supplied, this must be clearly stated in the tender.

6. DELIVERY

Prices shall include for the delivery of the materials as detailed in the specifications. The Contractor shall be responsible for all damages or breakages in transit until the materials have been accepted by the Engineer at the delivery site.

Immediately after forwarding any materials, an advice note shall be sent in duplicate to the Engineer, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch.

All ordered materials shall be delivered within the period stated in the tender. If a Tenderer is unable to comply with this clause, the delivery period offered must be stated.

7. PENALTY FOR LATE DELIVERY

Upon any delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased and the tendered price. The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise

payable to the Contractor in respect of materials or services already delivered under this or any other contract.

8. TERMINATION OF THE CONTRACT

Should the Contractor (for whatever reason) fail to execute the works in accordance with the terms and conditions stated herein, the Council reserves the right to cancel the contract forthwith without prejudice to Council and the Council shall not be held liable for any loss or damages resulting from such cancellation.

Further to the above, the Council reserves the right to enforce Clause 7 above including any other remedies it may deem necessary.

9. TERMS OF PAYMENT

Payment will be made by the Chief Financial Officer (CFO) within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made by means of a cheque drawn upon the Council's bankers in Pietermaritzburg. No cash payments shall be made.

Where the value of the works exceed R3 000.00 excluding VAT, the Contractor must quote the Council's VAT Registration No. 4600107835 on all Tax Invoices for payment purposes.

Where offers of discounts eg for payment within thirty (30) days of rendering accounts, are made by Contractor, these will be taken into account in the adjudication of tenders. Contractors shall be required to have a bank account in the legal name of the Contractor as indicated on the Tax Clearance Certificate. No payment whatsoever will be made should the Contractor fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Contractor in this regard.

10. PRICE ADJUSTMENT/ESCALATION

(a) In all cases where a tendered price is offered subject to adjustment, such adjustment shall be calculated in accordance with the following formula:-

$$E = V \times \frac{(I_e - 1)}{I_o}$$

Where:

- E = the amount of adjustment
- V = tendered price/value
- I_e = index applicable at the invoice date, and
- I_o = the base index

unless the Contractor expressly stipulates and sets out in detail an alternative formula in terms of which prices will escalate.

Where Contractors have linked their prices to manufacturers/suppliers price increase, full disclosure of the rates/prices must be submitted together with the tender.

(b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.

- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **March 2017** regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is: _____

In any case where a Contractor has complied with the conditions set out above, the Council shall nonetheless not be liable to pay for adjustment unless the Contractor, in submitting an account, submits, on each occasion the Contractor does so, a separate account reflecting the adjustment amount claimed together with all calculations and documents necessary to verify the claim.

Upon receipt of the claim account referred to above, the Council shall not however be obliged to settle the account until the amount claimed is verified by the Council's Auditors in terms of the preceding paragraphs.

The Contractor must please submit claims before 31 July for the previous financial year ending 30 June. No claims submitted after this date will be entertained.

11. GOVERNMENT CONTROLLED PRICES

Where the tendered price of any item placed on contract is controlled by the various Control Boards constituted under the Marketing Act or by the Price Controller, such price shall, in the event of any amendment to the price ruling at the time the tender was submitted being sanctioned by the Price Controller, be subject to a like increase or decrease as the case may be. Contractors must state clearly which items are subject to such control; unless this is done no payments will be made in the excess of the tendered prices. In the event of price control over any item on contract being withdrawn during the currency of the contract, the contract price applicable to such item thereafter shall not be higher than the price in operation immediately prior to the withdrawal of price control.

If the Contractor claims escalation, Clause 10 does not apply.

12. FORWARD COVER

The Contractor will be deemed by submission of a tender to hold or to have arranged forward foreign exchange cover on all imported goods or materials, with the cost thereof included in the price schedule. In any case which a Contractor tenders a price subject to exchange rate fluctuations, the exchange rate/s and the date/s thereof at which the goods or materials are offered are based must be clearly indicated on Annexure "A": Alterations by Tenderer. If no exchange rate/s is indicated, the tender prices shall be considered not subject to any exchange rate fluctuations.

13. INSURANCE AND RAILAGE RATES ETC

Should there be any increase in the statutory rates of freight, insurance and railage, a pro rata increase or decrease shall be made in the price of the material delivered. The contractor shall notify the Municipal Manager, or the Chief Financial Officer, or the Head: Supply Chain Management as the case may be of any variation in rates as soon as the Contractor is aware of them.

A claim for increased freight, insurance and railage will be admitted on production of the original papers showing clearly that the amount has been paid by the contractor.

14. ASSIGNMENT AND SUBLETTING

Neither the Supplier nor the Council shall assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other.

The Supplier shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Supplier from any liability or obligation under the contract.

15. SECURITY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

16. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the contract shall be settled in the Republic of South Africa.

17. PATENT RIGHTS

The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for sequestration of the Contractors estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of the Contractors estate, or if the Contractor shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Contractors creditors, or purport to do so, or if the Contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Contractor, and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

19. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

2.1 The OHS Act covers inter alia "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:

- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety

Committee in terms of Clause 10 (3) of the GAR.

2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.

2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of:-

- a) the address of the premises on which such work will be carried out;
- b) the nature of such work;
- c) the date on which it is expected that such work will be commenced; and
- d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR

2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

3.1 Contractors are required to register as employers in terms of the COID Act.

3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.

3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

4.1 Contractors are required to register as employers in terms of the LR Act.

4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 NON-COMPLIANCE

9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

DEFINITIONS

The following definitions apply:-

"Council" means The Msunduzi Municipality.

"Head: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

"Engineer" means the General Manager: Community Services of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Service Provider/Contractor" means the person, firm, Service Provider or company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Contract Document" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

"Goods" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

"The Tender" means the written offer made by the Service Provider to the Council.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" means the South African Revenue Services.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

SPECIFICATION

1.0 SCOPE OF CONTRACT

This contract calls for the supply and installation road studs within the Msunduzi Municipality's area of jurisdiction as described in Proclamation No. LG 67 and published in the Kwa Zulu Natal Provincial Gazette dated 1 February 1995 (as amended), on an as and when required basis for three (3) years commencing from the date of the award.

Only Contractors who have a CIDB grading of 2 SK or higher will be considered for appointment.

Further information may be obtained from Mr. N Naidu on Tel. No. 033 - 392 5153/5365.

2.0 SPECIFICATION FOR SECTION 2

ROAD STUDS

Raised Pavement Marker (Road studs) are highly retroreflective prismatic lens studs mounted permanently on a surface designed as lane line supplements to enhance the visibility especially at nighttime, misty or rain. The studs stand out at night to alert motorists to road changes such as bends and exits and to improve lane line guidance.

The road studs can be applied on asphalt and cement concrete road surfaces, these markers provide highly effective, long-life visibility – particularly at night and in wet weather.

2.1 DESCRIPTION

The road studs shall have the following features:

- The road stud shall be produced from an impact resistance polycarbonate body
- The road stud shall have prismatic lens with protective, hard coat protects against abrasion or scratches to keep the lens clearer
- The road stud shall have lens with independent cells compartment to resist cracks
The road stud shall be highly reflective with microprismatic optics
The road stud shall have an application finger grip
- The road stud shall conform to SANS 1442-2008
- The dimension height of the road stud shall be 15-25 mm *Height protruding after installation
- All studs shall be manufactured and installed fully in conformity with the latest Southern African Development Communities Roads Traffic Signs Manual (SADC R.T.S.M.) and the South African Bureau of Standards (SANS - 1442-2008, SANS EN1463 and SABS 0157)
- Road Studs shall bear the standardization, (CE) mark or alternatively must meet the Acceptable Quality Level (AQL) as per SANS 1442–2008
- The road stud shall have the manufacture's name or identity mark and visible when installed
- The road studs shall comply with the retroreflective values stated on the Table 1.
- The chromaticity co-ordinates of the retro-reflected light of the road studs and the coefficient of luminous intensity shall be in accordance with SANS 1442-2008, see Table 2
- The road stud shall be compatible with standard bituminous and epoxy adhesives

2.2. **CLASSIFICATION**

The markers shall be durable, abrasion-resistant, retroreflective raised pavement markers with ability to resist deformation when subjected the vehicle load (flexural strength), designed for Permanent use with longitudinal and gore markings on new and existing roads.

2.3. **REQUIREMENTS**

The marker shall meet the following specified requirements:

Color: The marker body shall be produced in neutral white or as specified. The color of the retroreflective lens shall be white, yellow, red, green or blue as specified.

2.3.1 **DIMENSIONS:**

The typical dimensions of the marker shall be:

Height: 15.88 ± 1.27mm
Width: 101.6 ± 12.7mm
Length: 89.2 ± 12.7mm

2.3.2 **PERFORMANCE RETROREFLECTANCE:**

Performance retroreflectance refers to marker luminance as viewed by the driver under standardized road and vehicle conditions.

The marker retroreflectance when measured in accordance with CIE Publication 51.2, shall have a minimum luminous intensity as shown on the **table 1**

Table 1: Minimum R Values

Colour	Entrance Angle	Observation Angle	Minimum R [mcd/lx]
White	±15°	2°	2.5
	±10°	1°	25
	±5°	0.3°	220
Amber	±15°	2°	1.25
	±10°	1°	12
	±5°	0.3°	110
Red	±15°	2°	0.5
	±10°	1°	5
	±5°	0.3°	44
Green	±15°	2°	0.5
	±10°	1°	5
	±5°	0.3°	44
Blue	±15°	2°	0.25
	±10°	1°	2.5
	±5°	0.3°	22

2.3.3 **RETROREFLECTED COLORS:**

The retroreflected colors of the road studs shall lie within the color boxes stipulated in Table 2, when tested in accordance with CIE Publication No. 54.2 using CIE Standard Illuminate A with an entrance angle of $\beta_V=0^\circ$, $\beta_H=5^\circ$ and an observation angle of $\alpha=0.30^\circ$. Colour functions and calculation methods must be made in accordance with ISO/CIE 10526 and ISO/CIE 10527, 1991.

Table 2: Colours coordinates

Colour	Point	x	y
White	1	0.390	0.410
	2	0.440	0.440
	3	0.500	0.440
	4	0.500	0.390
	5	0.420	0.370
Amber	1	0.549	0.450
	2	0.543	0.450
	3	0.590	0.395
	4	0.605	0.395
Red	1	0.665	0.335
	2	0.645	0.335
	3	0.721	0.259
	4	0.735	0.265
Green	1	0.030	0.385
	2	0.228	0.351
	3	0.321	0.493
	4	0.302	0.692
Blue	1	0.039	0.320
	2	0.160	0.320
	3	0.160	0.240
	4	0.183	0.218
	5	0.088	0.142

2.3.4 SCRATCH RESISTANCE:

The coefficient of retro reflected luminous intensity of the markers shall be measured after subjecting the entire lens surface to 100 rubs with a 25.4 mm diameter flat pad of No. 3 coarse steel wool conforming to Federal Specification FF-W-1825A. A load of 22 ± 0.2 kg. is applied to the steel wool pad during testing. The markers shall meet the minimum retroreflective values specified as a product of the values in Tables 1 and Tables 2.

2.3.5 ABRASION RESISTANCE:

The coefficient of retroreflected luminous intensity of the markers shall be measured after subjecting the entire lens surface to the test described in current ASTM D-4280 section 9.5 using a sand drop apparatus. After the exposure described above, retroreflected values shall not be less than 0.5 times the values listed in Table #1.

2.3.6 TEMPERATURE RESISTANCE:

The marker shall comply with the initial minimum brightness requirements specified as a product of the values in Tables 1 & 2 and after conditioning for 12 hours at $63^{\circ}\text{C} \pm 2.5^{\circ}\text{C}$.

2.3.7 IMPACT RESISTANCE:

The marker body shall display no cracking or breakage when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker shall be positioned in such a way that the Tup strikes the top of the marker. The marker lens shall display no cracking outside the impact area when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker shall be placed in a fixture designed to hold the marker lens horizontal and positioned such that the Tup strikes the center of the lens.

2.3.8 RESISTANCE TO PENETRATION OF WATER:

The markers are conditioned for 10 minutes at $63^{\circ}\text{C} \pm 2.5^{\circ}\text{C}$ and then immediately submerged in a water bath at $21^{\circ}\text{C} \pm 2.5^{\circ}\text{C}$ for 10 minutes. The markers should then be removed from the water bath, wiped dry with a soft cloth, visually inspected for penetration of water behind the lens, and measured for reflectivity.

2.4 INSTALLATION

All markers shall be applied in accordance with the manufacturer's recommendations. Marker configurations shall be in accordance with the "SADC Road Traffic Sign Manual."

- Applications must be made on a dry surface that has been swept clean or blown with high-pressure air to remove dirt and dust
- Applications should only take place when road temperature is 5°C or higher.
- The road studs shall be fixed by means of an approved epoxy resin or bitumen adhesive in accordance with the manufacturer's instructions
- The road shall be drilled, cleaned and the shank and, subject to such amendments to the method as may be required by the Engineer.
- The stud must be correctly aligned.
- The studs shall be protected against impact until the adhesive has hardened.
- The adhesive used to affix the road studs shall be properly mixed as per the instruction of the suppliers
- Road studs shall be of the indicated type and shall be fixed in the positions indicated and approved by the Engineer
- The SABS test report and product bulletin shall be produces for this tender.

2.5 QUANTITY

The City Council reserves the right to increase or decrease the quantity of work to be carried out depending on tender prices. Work to be carried out will be issued as and when required basis as required by this Department.

2.6 PRICING SCHEDULE

	TYPE OF ROAD STUD				
	1	2	3	4	5
	Intelligent Road Stud	Glass Prism	Rhino Studs	Stimsonite	3M
Price Per Road Stud Supply Only Including VAT					
Price Per Road Stud With Installation Including VAT					
Price For Installation <u>Only</u> Per Stud Including VAT					
Type Offered <i>(Please Specify)</i>					

SIGNED ON BEHALF OF TENDERER:

NAME OF TENDERER : _____

REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

2.7 EXPERIENCE AND ABILITY TO UNDERTAKE THE WORKS.

Contractors shall be required to detail their experience on Data Sheet 3 hereto failing which the tender will be declared non-responsive. A minimum of five (5) certified Letters of reference in support of their experience as detailed in Data Sheet 3 must be submitted together with the tender for adjudication purposes.

2.8 MANDATORY REQUIREMENT

8.8.1 CIDB Grading

Only Contractors who have a CIDB grading of 2 SK or higher will be considered for appointment. Tenderers shall be required to submit together with the tender proof of registration with CIDB for adjudication purposes.

Tenderers whose CIDB status is inactive at the time of adjudication will not be considered for appointment. The onus shall rest with the Tenderer to ensure that their registration with the CIDB is updated at all times.

2.9 EVALUATION CRITERIA

This contract shall be evaluated on a two stage basis. The Tenderer's experience and technical capacity applicable to the nature of works mentioned herein shall be scored against a 40 point system, where the Tenderer with the most experience and technical capacity pertaining to the nature of works mentioned herein shall score a maximum of 40 points.

Tenderers shall be scored against the following criteria:-

2.9.1 **No. of similar projects successfully completed totaling a value of R 500 000.00 or greater.**

a)	5 or More 5 projects	=	20 Points
b)	3 to 4 projects	=	10 Points
c)	1 to 2 projects	=	5 Points
d)	Less than 1 project	=	0 Points

NB: For a Tenderer to claim the points above, the Tenderer must submit together with the tender copies of appointment letters and completion certificates both in the name of the Tenderer of a value of R250 000.00 or more of each order.

Failure to comply with this condition shall lead to no points being awarded.

2.9.2 **No. of years of experience of team leader / supervisor in work of a similar nature.**

a)	≥ 5 Years	=	20 Points
b)	4 Years but < 5 years	=	15 Points
c)	3 Years but < 4 years	=	10 Points
d)	< 3 years	=	5 Points

A detailed CV clearly stating projects and years of experience

NB: A minimum of five (5) certified Letters of reference in support of their total No. of years of experience must be submitted together with the tender. Where the total No. of years of experience is less than five (5) years, points will be awarded accordingly. Failure to comply with this condition shall lead to no points being awarded

Only Tenderers who score a minimum of 70% (28 Points) and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below.

2.10 STAGE TWO

8.10.1 The tender will be evaluated on the 80/20 preference point system and in accordance with the Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA). **(See Annexure “C”)**

▪ Price	=	80 points
▪ B-BBEE status level of contribution	=	20 points
Total points	=	100 points

2.10.2 For the purpose of calculating points for price, the total tendered rates shall be used for adjudication purpose.

2.10.3 For the purposes of continuity of liability, this contract section shall be awarded in whole to only one (1) Tenderer scoring the highest No. of preference points.

3.0 CONTRACT PERIOD

This contract shall span for a period of three (3) years commencing from the date of award.

4.0 DELIVERY PERIOD

All work shall commence within ten (10) working days from date of issue of an official order as issued by the Municipality.

5.0 SITE BRIEFING MEETINGS

No Tender Briefing/Site Inspection Meeting will be required at pre-tender stage. During the execution of the works, site inspection meetings will be held with the successful Tenderer to discuss the works. The date, time and venue will be determined between the Tenderer and the Transportation Unit.

6.0 PRICING SCHEDULE

Tenderers shall be required to submit rates for all items as specified in the Pricing Schedule for adjudication purposes. Where it is determined that a Tenderer has not submitted a rate for any item, the Tenderer shall be disqualified.

The Council reserves the right to check for arithmetical errors and rectify the same for adjudication purposes.

Only original hand written priced tender documents will be considered. Failure to comply with this condition shall lead to disqualification.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SCM 1 of 21/22	CLOSING DATE:	11 August 2021	CLOSING TIME:	12H00
DESCRIPTION	THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:

THE FOYER					
GROUND FLOOR					
CITY HALL					
169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD)					
PIETERMARITZBURG 3201					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM Unit	CONTACT PERSON	Nevan Naidu
CONTACT PERSON	Phiwe Mthlane	TELEPHONE NUMBER	033 – 392 5153/5365
TELEPHONE NUMBER	033 – 392 2486	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	Phiwe.mthlane@msunduzi.gov.za	nva.naidu@msunduzi.gov.za	

PART B

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of
.....
by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified
copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of _____

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

<u>DESCRIPTION</u>	<u>ACCOUNT No.</u>
Electricity	_____
Water	_____
Rates	_____

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

.....

Signature Date

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

DATA SHEET 6: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee shareholder²):
.....
 - 3.4 Company Registration 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.
.....

¹MSCM 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**

3.9.1 If yes, furnish particulars

.....

3.10 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**

3.10.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars

.....

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

3.13.1 If yes, furnish particulars

.....

3.14 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? **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

DATA SHEET 7: 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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

DATA SHEET 8: 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 *per se* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number 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 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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so,

what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

TENDER FORM

The City Manager (Acting)
City Hall
PIETERMARITZBURG
3201

Dear Madam,

Having examined the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specification of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specification, save as amended by any modifications under Annexure "A" hereto, for the Unit Prices as set out in the Pricing Schedule herein, the Total Price being as follows:

SECTION 2 – SUPPLY AND INSTALLATION OF ROAD STUDS

--	--

I/We are registered VAT vendors and the Total Price as tendered above **EXCLUDES 15% VAT.**

In the event of there being any errors of extension or addition in the Pricing Schedule, I/we agree to their being corrected, the Unit Prices being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the timeframes stated.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation Section of this document.

I/We are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

My/Our Tender Deposit receipt number as issued by the Council is _____
(Include a copy of the Tender Deposit Receipt if purchased at the Msunduzi Municipality)

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall "mutatis mutandi" apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,
I, _____

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____

(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____

(CLIENT- Msunduzi Municipality)

Print Name: _____

(Name of CLIENT Representative)

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“Proof of B-BBEE status level of contributor”** means:
 - 1) Status level certificate issued by an authorized body or person; B-BBEE
 - 2) affidavit as prescribed by the B-BBEE Codes of Good Practice; A sworn
 - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:-

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =
(Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

.....

8.6 **COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

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

WITNESSES:

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....
.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____ Date: _____

Commissioner of Oaths Signature & Stamp

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI
MUNICIPALITY'S AREA OF JURISDICTION.

TAX CLEARANCE CERTIFICATE

Please attach hereto an Original Valid Tax Clearance Certificate (or Tax Compliance Status Verification Pin issued by SARS) as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

**THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI
MUNICIPALITY'S AREA OF JURISDICTION.**

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Please affix to this page a certified copy of the B-BBEE Status Level Verification Certificate as required in terms of Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI
MUNICIPALITY'S AREA OF JURISDICTION.

CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the
Companies and Intellectual Property Commission
(CIPC)

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 01 of 21/22

THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI
MUNICIPALITY'S AREA OF JURISDICTION.

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Please attach hereto proof of registration with the
Central Supplier Database (CSD)