

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
Mrs D.N. Gambu

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Pietermaritzburg, 3200
Tel: 033-392 2472, Fax: 033-392 2532

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2024

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS

FOR THE MSUNDUZI MUNICIPALITY

Tenderer's Name:																				
Postal Address:																				
															Postal Code					
Tel. No.											Cell. No.									
Contact Person:																				
E Mail Address:																				
CSD NUMBER : MAAA										TAX REF. NUMBER										

Sealed tenders containing the original hand written priced tender document and a digital copy of the same on a CD/USB Flash Drive and endorsed on the envelope with the “**CONTRACT No.**” and “**CONTRACT DESCRIPTION**”, must be placed in the Tender Box located at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, (Co-ordinates: -29.6126297,30.3610014) not later than **12h00 on Friday, 29 August 2025**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

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.

	Description	<u>Tenderer to Tick (✓)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in handwriting and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in handwritten 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?		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	Is a valid ' Copy ' Tax Clearance Certificate and a Tax Clearance Status Verification Pin attached to the tender document?		D	
9	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

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

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13.	<u>TENDERERS PLEASE NOTE: -</u>	
13.1	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 Senior Manager: 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.	
13.2	The Tender Notice was advertised in The Witness newspaper, Msunduzi Municipality and e-Tender websites on 29 July 2025 . The tender closes at 12h00 on 29 August 2025 at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201.	

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Tenderers for the above works. ***Only Tenderers who have a minimum CIDB Grading of 1 CE or higher and a qualified Track Master/Plate Layer with a minimum of five (5) years' experience in their full time employ will be considered for appointment.***

Tender documents will be made available to tenderers from **12h00 on Tuesday, 29 July 2025**. Tender documents can be downloaded and printed at the Tenderer's cost from the National Treasury e-Tender 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 **R796.71 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries regarding the Specifications, Tenderers are to contact Kim Mather (Roads Unit) on either Tel. No. 033-392 218 2 or e-mail- Kim.mather@msunduzi.gov.za

For any procurement related enquiries, Tenderers are to contact Vinesh Govender (Supply Chain Management Sub-Unit) on Telephone No. 033 – 392 2027 or e-mail address vinesh.govender@msunduzi.gov.za.

A **compulsory Tender Briefing Meeting** will be held at 10h00 on Wednesday, 13 August 2025, in Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201. An official will chair the meeting and answer queries raised by prospective Tenderers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Sealed tenders containing the original hand written priced tender document and a digital copy of the same on a CD/USB Flash Drive and endorsed on the envelope with the **"CONTRACT No."** and **"CONTRACT DESCRIPTION"**, must be placed in the Tender Box located at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, (Co-ordinates: -29.6126297,30.3610014) not later than **12h00 on Friday, 29 August 2025**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

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

Tender Evaluation & Adjudication Criteria: The tender shall be evaluated on a Two Stage Evaluation System, Stage One Functionality and Stage Two 80/20 Preference Point System. Adjudication criteria will be as per the tender document, the allocation of points will be in line with specific goals as prescribed in terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act No. 28 of 2024.

The Functionality for Stage One shall be evaluated on the following criteria:

No.	Criteria	Max Points Awarded
1	Previous Completed Projects	50

Total Points Awarded	50
Threshold	40 Points or 80%

The allocation of Preference Points shall be according to the following Specific Goals:

Specific Goals	Maximum Points Awarded
Black Owned Enterprise	
A "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people	10
Locality Of The Business	
This includes any structure or establishment used in conducting a business within the Msunduzi Municipality's Area of Jurisdiction	10
TOTAL POINTS AWARDED	20

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.

MRS. N M NGCOBO (ACTING 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, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

1.1 GENERAL CONDITIONS OF CONTRACT

The South African Institution of Civil Engineer's, General Conditions of Contract (2015) as amended by the Engineer's Special Conditions of Contract, apply.

2. COMPULSORY TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers are to ensure that they complete and sign the Attendance Register circulated at the meeting. Service Providers shall also be required to complete and sign the Site Inspection/Tender Briefing Meeting Certificate attached hereto prior to the commencement of the meeting, and to also ensure that the Site Inspection/Tender Briefing Certificate is duly signed by the authorised official at the end of the meeting.

Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

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 had not been signed by the authorised official.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written 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 Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, and placed in the Tender Box situated on the 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 No. and Contract Title, must reach the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201 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 Senior Manager: 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 Service Provider's failure to comply with this condition. In the case of a Service Provider 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 Service Provider.

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 Senior Manager: 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 Senior Manager: Supply Chain Management shall result in the disqualification of the Service Provider.

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 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 Service Provider(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, Service Providers are required to furnish the following information for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Service Providers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Further to the above, Service Providers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. four (4) 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 Service Provider to submit a further valid Tax Clearance Certificate. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

If a Service Provider 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 Service Provider 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 Senior Manager: 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

10.1 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.

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

10.3 The procedure/s which shall be followed with the acceptance of a tender are as follows:

10.3.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.

10.3.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.

10.3.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.

- 10.3.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Senior Manager: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
- 10.3.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.3.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.3.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.
- 10.4 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Senior Manager: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
- 10.4.1 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.4.2 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.4.3 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider 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 Service Provider 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 (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Service Provider'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

Service Providers must complete the following Data Sheets, **Declarations of interest, Authority to sign, Pricing Schedule, Declaration of Bidders Past Supply Chain Management Practices, Certificate of Independent Bid Determination and the Tender Form** and any other applicable data sheets 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 Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Service Provider 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 Service Provider 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 electronic fund transfer 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 damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for specific goals. Failure to do so shall result in no preference points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

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

- 1) Valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) CSD Reports of all parties of the Joint Venture/Consortium;
- 3) All parties of the Joint Venture/Consortium must submit **individually** 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.
- 4) 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.

Further to the above, the full name of the Joint Venture/Consortium must appear as the 'Tenderer' 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 in accordance with the Evaluation Criteria as outlined in the Specifications contained 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 Senior Manager: 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.

20. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in 'Annexure A' hereto, failing which the tender will be deemed to be unqualified.

It must be clearly understood that the Council will be under no obligation to accept any such qualification.

21.0 OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF CONTRACT FOR SUPPLIES CONTRACTS

1. DEFINITIONS

The following definitions shall apply:

"Council" means the Msunduzi Municipality.

"Engineer" means the Deputy Municipal Manager of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Senior Management: Supply Chain Management" means the Senior Manager: 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 Conditions of Tender, these Standard Conditions, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Drawings, Priced Schedule of Rates and Prices (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 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 quality, 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 own cost. All samples approved by the Engineer will be retained by him 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 own 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 exceeds 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 e.g. 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: -

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

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 **July 2025** 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 Senior Manager: 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. SECRECY 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 comply with all applicable legislation. **The council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

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

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.

- 1.3 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:

- 1.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 1.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 1.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 1.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 1.3.5 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.

1.3.6 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

1.3.7 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.

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

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

2.2 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.

2.3 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.

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

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

3.2 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.

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

4.1 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.

5.0 THE INCOME TAX ACT (ACT 58 of 1962)

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

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

6.1 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.

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

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

- 7.1 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.
- 7.2 The Tenderer 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 Tenderer 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.

8.0 NON-COMPLIANCE

- 8.1 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.
- 8.2 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 discover 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

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

STANDARD SPECIFICATIONS

PURCHASE OF EQUIPMENT, PLANT, VEHICLES AND MATERIALS

1. **SCOPE**: This specification covers the general responsibilities applicable to the contract.

2. **DEFINITIONS**

Approved/Approval: Approved/approval by the Engineer.

Satisfactory: Capable of fulfilling or having fulfilled the intended function to the satisfaction of the Engineer.

3. **ABBREVIATIONS**

Wherever the following abbreviations and terms are used, they shall be deemed to refer to the latest edition, including all amendments, published before the day which is ninety (90) days before the closing date for receipt of tenders and shall be interpreted as follows:

ASTM	:	American Society for Testing Materials
BS	:	British Standard
BSCP	:	British Standard Code of Practice
SABS	:	South African Bureau of Standards
SMTM	:	Standard Methods of Testing Materials of the Department of Transport of the Republic of South Africa
SIS	:	Swedish Institute of Standards
AASHTO	:	American Association of State Highway and Traffic Officials
CSIR	:	Council for Scientific and Industrial Research
BRTA	:	British Road Tar Association
CBR	:	California Bearing Ratio
DDL	:	Draw Down Level
FSL	:	Full Supply Level
USBR	:	United States Bureau of Reclamation
RL	:	Reduced Level

4. **NO LIMITATION BY DESCRIPTION**

Nothing appearing in the Specification or Schedule of Quantities/Equipment shall limit the obligations and liabilities of the Supplier, the Engineer or the Council under the Standard Conditions of Contract.

5. **APPROVAL**

Any approval by the Engineer of any materials or plant and its operation, will not imply any relaxation of the Clauses of the Specifications governing the quality of the materials or of the finished work, nor relieve the Supplier of his responsibilities under the Contract.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

SPECIFICATIONS

1.0 SCOPE OF WORKS

This contract calls for the Repair and Maintenance of Railway Sidings for the Msunduzi Municipality on an 'as and when' required basis.

2.0 PROJECT CHAMPION

For further information regarding the specifications herein, Contractors must contact the following Project Champion:

Name	:	Kim Mather (Roads Unit)
E-mail	:	Kim.mather@msunduzi.gov.za
Contact No.	:	033 392 218 2

3.0 DETAILED SPECIFICATION

3.1 Scope

The project specification requires specialized railway contractors to cover the range of requirements, which are specific to railways maintenance.

3.2 Status

Should any requirements of the project specification conflict with those of the standardized specification, the requirements of the project specification shall apply.

3.3 Description of the site

The site of the main municipal feeder railway lines lies in the Willowton Industrial area of Pietermaritzburg. The start is at a set of points on the Greytown Transnet line after the Midlands Liberty Mall. This track is 15,4km long.

There is also a siding in Masons Mill, Pietermaritzburg. This siding is 1,035km long but has not been in operation for the past three years.

Access to the site is at various location along the sections. These access points can be shown to the Contractor by the Municipal platelayer/Track Master.

3.4 Description of the works

This contract covers the requirements of the Infrastructure Services Business Units for the repairs to the Municipal railways lines, with all necessary labour and equipment requirements, due to construction of services as and when required basis.

3.5 Details of the contract

The contractor shall be available and will be bound to undertake any quantity of work called for by the Engineer on an "as and when" basis, if required to do so.

The work will entail one or a combination of the following operations at various locations in the Msunduzi Municipality's area, as instructed by the Senior Manager, Roads and Transportation.

- a) Site establishment (Once off).
- b) Lift, pack box slacks to correct alignment.
- c) Slew track to correct alignment.
- d) Remove old sleepers, supply and fit new P2 concrete sleepers.
- e) Lift and pack a turnout to correct alignment.
 - Slew turnout to correct alignment.
 - Supply and fit new stock and switch.
 - Supply and fit new 1:9 crossing 48kg.
 - Supply and fit new stock and guard.
 - Repair gauge on points for wood and steel sleepers.
 - Supply and fit new crossing timbers.
- f) Weld copper block joints.
 - Weld battered rails ends.
 - Weld wheel spin damage.
 - Weld broken rail.
 - Spot-weld spring clips, tumblers, etc.
 - Weld crossing nose and wings rails.
- g) Supply and fit new 12m x 48kg rail
 - Fit only 12m x 48kg rail
 - Remove used 12mx48kg rail.
 - Bending and straightening of 48kg rail
 - Drill 32 mm hole in rail
 - Supply and fit fishplate to 48kg rail
- h) Ballast screening
 - Total ballast replacement
 - Supply 62mm ballast stone
 - On site haulage of ballast
- i) Supply and fit a Pandrol spring clip
 - Fit only a Padrol Spring clip
 - Supply and fit Anti Sabotage Pandrol Spring
 - Remove Anti Sabotage Pandrol Spring
 - Supply and fit A gauge clip
 - Supply and fit B gauge clip
 - Supply and fit C gauge clip
 - Supply and erect speed restriction board
 - Supply and fit tumbler or components
- j) Clean concrete lined drains
 - Construct earth drain
- k) Handling and transportation of 12m x 48 kg rails.
 - Handling and transportation of concrete sleepers
 - Break up complete track ready to transport
- l) Spray vegetation with herbicide to clear for a minimum of 30 days
 - Clear vegetation (Skoffel)
 - Brush cutting vegetation
 - Clear & maintain 4m wide track free of weeds (max 50mm high).
- m) Supply stop block
 - Install stop block.
 - Relocate existing Stop Block
- n) Compile quarterly and annual safety regulators report
- o) Compile and submit required documentation for RSR permit

- p) Submit track inspection report
- q) Compile an Incident investigation report.
- r) Miscellaneous other track work not included in above.

3.6 COMMENCEMENT OF WORKS

3.6.1 When requested by the Municipality, the Contractor will be required to submit an itemized quotation, as per the approved tendered rates, on an “as and when required” basis.

The tendered rates in the schedule of rates shall apply and be deemed to include all labour, plant, transport, equipment, compliance requirements, profit and materials, as well as any other items required by the contractor for the satisfactory completion of the works.

For any Miscellaneous work (item 15) that is requested by the Senior Manager or his representative, a quotation is to be submitted for consideration. (This will be for work that does not fall under the detailed work on the Schedule of Rates).

3.6.2 No work should be undertaken without a Works Order being issued, unless under specific instruction by the Senior Manager, Roads and Transportation or his representative in cases of emergencies.

3.6.3 The Contractor is responsible for communicating all rail maintenance and repair activities beforehand with Transnet Freight Rail operations office (TFR) to obtain permission to work on the line (for line closure and reopening). A program showing start and completion dates and adjusted dates of work are to be submitted to TFR as well as by email to the Municipal official.

3.6.4 The contractor shall commence each job of work within forty eight (48) hours of receipt of a written instruction to do so (Works Order), save prior arrangements being made with the Engineer for extension to this period. The Contractor will also be expected to respond to emergency work during these same hours over public holidays, weekends and Contractors compulsory shut down period.

3.7 OTHER IMPORTANT INFORMATION

3.7.1 A qualified Track Master must be present on site at all times during the duration of the work. This must be the same Track master whose certified qualification has been submitted to the Municipality.

3.7.2 The Contractor is to provide two qualified Railway Flagmen who are to be posted one on either side of the working team at all times. The Flagmen qualifications must be submitted to the Municipality and be fully compliant with railway safety standards.

3.7.3 The Contractor is to be compliant with the Railway Safety Regulator requirements and submit all their necessary safety related documentation that are required by the Railway Safety Regulator (safety training, safety programs, qualifications, safety compliances, etc.) upon appointment of the contract at no cost. Updated information will also be required during the contract.

3.7.4 In the event of the Contractor failing to carry out work, ordered in terms of the Contract, the Council reserves the right to cancel the contractor or any portion thereof, without prejudice to the councils rights.

3.7.5 In specific instances where the Municipality intends to uplift and reuse redundant Municipal material, this will be communicated to the Contractor when requested to issue a quotation for the work. This quotation will exclude the recovered material costs.

However, in normal maintenance, all released and scrap material from the track becomes the property of the Contractor and must be removed from site. The site must always be left in a neat and tidy condition.

3.7.6 The contractor is to ensure that his workmen do not use water and toilet facilities of private properties without first having obtained permission of the owner.

3.7.7. No litter is to be left on the site and the Contractor is to ensure that clean and hygienic conditions are maintained at all times for the duration of the contract.

3.7.8 The Senior Manager, Roads and Transportation or his nominated representative may require the Contractor to remove from the works forthwith any person who, in the opinion of the Senior Manager, Roads and Transportation or his nominated representative, misconducts himself resulting in the embarrassment or avoidable nuisance to the public or to private property owners.

3.7.9 All materials used on the works must be SANS approved.

3.7.10 The contractor must have the mandatory, qualified staff (Track Master and Flagmen) within his employ at all times during the duration of the contract. If there are staff replacements, then their qualifications and proof of employment must be submitted immediately to the Municipal Technician.

3.8 MEASUREMENT AND PAYMENT

3.8.1 This tender consists of a schedule to rates rather than a schedule of quantities attached hereto.

3.8.2 The Contractor will be paid to establish his team on site on a once off basis. This will include the cost of moving plant, equipment and labour to various locations along the line to perform all work listed under that job order

Any re-establishment required as a result of not adhering to the construction program, will not be measured for payment and will be deemed to be included in tendered rates.

3.8.3 All other costs besides those covered for in the schedule item shall be deemed to be included in the rates for work in the schedule rates.

3.8.4 The SABS 1200NB will be used in measuring the payment of the works, and no discussion will be entered into.

3.9 PENALTIES

A penalty of 2% of the value of the Works Order per day will be applied where the Contractor has failed to perform the work within the given time period.

3.10 ESCALATION

The rates will remain the same for the first year from tender award, then CPI will then be applied for the remaining duration of the contract.

3.11 APPLICABLE STANDARDISED SPECIFICATION

All work performed must be in strict accordance to the standards and procedures set out in:

The Spoornet E 10-1996 document
The Spoornet platelayer's manual for track maintenance 2000
SABS 1200NB

The final quality of work must meet the Senior Manager, Roads and Transportation or his nomination representative's satisfaction and approval.

3.12 MAINTENANCE PERIOD

The period of maintenance defined in the General conditions of contract will be twelve (12) months from the dates of completion of a project or a Job of Work on a site.

Occupation however, will be taken immediately each works is satisfactorily completed. The occupation stipulation applies to all sections of the schedules of Rates.

3.13 LEGISLATIVE PROVISIONS /POLICIES

Railway Safety Regulator
SANS 3000

3.14 PERIOD OF CONTRACT

THE period contract will be from date of award for a period of thirty-six (36) months.

3.15 STATUTORY REQUIREMENTS AND COMPLIANCE WITH RELEVANT LEGISLATION

The contractor will be expected to make his own arrangement for the compliance with all necessary relevant legislation and statutory requirements, e.g. OHS Act, RSR, SANS 3000.

The Contractor will be responsible to notify the relevant Transnet operators of work being done on the siding w.r.t. the nature of the work as well as the start and completion date and to obtain the relevant permission from TFR to start work.

4.0 TENDER AWARD

Council reserves the right not to make an appointment in this Tender. A panel of up to three contractors may be awarded the contract.

The council reserves the right to award this contract in one or more parts, and to make awards to the first and second tenderers according to the adjudication process.

5.0 MANDATORY REQUIREMENTS

It is mandatory that a qualified **Track Master/Plate Layer** with a minimum of five (5) years' experience, be currently employed on a full time basis by the Tenderer. This Track Master must be available on site for all railway work. You must submit with your tender documents:

- a) Certified copies for their Track Master/Plate Layer Trade Test qualifications
- b) An affidavit stating that the Track Master is currently employed by the Tenderer,
- c) A CV Showing specific work experience only related to railway track construction and maintenance, with dates, position held, description of work and referee contact numbers.

6.0 CIDB

A CIDB rating of 1 CE or higher is required.

7.0 TENDER EVALUATION CRITERIA

7.1 FUNCTIONALITY – STAGE 1

Maximum points for stage 1 are 50 points in terms of company experience.

The Municipality reserves the right to verify all information submitted.

Table 1	
Description of Functionality Criteria	Maximum Points
Previous Completed Projects	50

PREVIOUS PROJECTS: (50 points)

Five (5) points will be awarded for every railway track construction/repair and maintenance project the company has undertaken. (Maximum 10 projects)

To qualify for the above points, Completion Certificates specifically showing details of railway track building work and track replacement work, with a reference letter showing dates, names of referees and contact numbers. These must be submitted with your tender documents. Only show work related to this requirement. Failure to do so will result in no points being awarded.

To qualify for stage 2, the bidder must obtain a minimum of 80% or 40 points

7.2 Stage 2-Price and Specific Goals

The tender evaluation will be based on the 80/20 criteria as follows

a) Price	80 points
b) Specific Goals	20 points
<u>TOTAL</u>	<u>100 points</u>

Table 2		
Specific Goals	Points (Max of 20 points)	Verification Requirements
At least 51% black owned	10 points	CSD
Company based within KZN	10 points	CIPC, or utility bill, or Lease Agreement. In name of company or company owner. Not older than 3 months.
Total Points:	20 points	

(To claim points: Bidders must submit proof of their company address within the KZN boundaries in the form of a Municipal Bill, or a valid lease agreement, in the name of the company or company owner. Not older than 3 months)

8.0 TENDER BRIEFING MEETING

A **compulsory Tender Briefing Meeting** will be held at 10h00 on Wednesday, 13 August 2025, in Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201. An official will chair the meeting and answer queries raised by prospective Tenderers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

9.0 INSURANCES REQUIRED

Proof of R5million public liability insurance is to be submitted before award.

10.0 COMPLIANCE WITH ANY LEGISLATION,BYLAWS,ETC

- i. The OHS Act(Act 85 of 1993)
- ii. The compensation for occupational injuries and diseases act(act 130 of1993) coid act
- iii. The labour relations act(act 66 of 1995)
- iv. The basic conditions of employment act(act 3 of 1988)BCE act
- v. The income tax act(act 58 of 1962)
- vi. The value added tax act(act 89 of 1991)
- vii. The engineering profession act of South Africa(act 114 of 1990)
- viii. Railway Safety Regulator
- ix. The Contractor must be registered with the Central Database System
- x. GCC
- xi. CIDB

11.0 ADJUDICATION

Council reserves the right to negotiate the rates.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025
REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

PRICE SCHEDULE (BILL OF QUANTITIES)

Item	Description	Unit	Qty	Rate Excl. VAT
1	<u>Site establishment</u>			
1,1	Site establishment of repair team (Once off for duration of contract).	Sum	1	
Total Carried forward to summary page				
2	<u>Slacks</u>			
2,1	Lift, pack and box slacks to correct alignment.	m	0-10	
2,2	Lift, pack and box slacks to correct alignment.	m	11-20	
2,3	Lift, pack and box slacks to correct alignment.	m	21+	
Total Carried forward to summary page				
3	<u>Slew Track</u>			
3.1	Slew track to correct alignment.	m	0-10	
3.2	Slew track to correct alignment.	m	11-20	
3.3	Slew track to correct alignment.	m	21+	
Total Carried forward to summary page				
4	<u>Sleepers</u>			
4,1	Remove old sleepers, supply and fit new P2 concrete sleepers.	each	1-20	
4,2	Remove old sleepers, supply and fit new P2 concrete sleepers.	each	21+	
4,3	Remove old sleepers, supply and fit new P2 concrete sleepers.	each	1-20	
4,4	Remove old sleepers, supply and fit new P2 concrete sleepers.	each	21+	
Total Carried forward to summary page				
5	<u>Turnouts</u>			
5,1	Lift and pack a turnout to correct alignment.	each	1	
5,2	Slew turnout to correct alignment.	each	1	
5,3	Supply and fit new stock and switch.	each	1	
5,4	Supply and fit new 1:9 crossing 48kg.	each	1	
5,5	Supply and fit new stock and guard.	each	1	
5,6	Repair gauge on points for wood sleepers.	m	1	
5,7	Repair gauge on points for steel sleepers.	m	1	
5,8	Supply and fit new crossing timbers (per meter)	m	1	
Total Carried forward to summary page				

6	<u>Welding</u>			
6,1	Copper block weld joint	each	1	
6,2	Copper block weld joint	each	2-10	
6,3	Copper block weld joint	each	11+	
6,4	Weld battered rails ends.	each	1-5	
6,5	Weld battered rails ends.	each	6+	
6,6	Weld broken rail	each	1	
6,7	Weld wheel spin damage	each	1	
6,8	Spot-weld spring clips, tumblers, etc.	each	1-10	
6,9	Spot-weld spring clips, tumblers, etc.	each	11+	
6.10	Weld crossing nose	mm	0-5	
6,11	Weld crossing nose	mm	6+	
6,12	Weld wings rails (per side).	mm	0-5	
6,13	Weld wings rails (per side).	mm	6+	
Total Carried forward to summary page				
7	<u>Rails</u>			
7,1	Remove old rail, supply and fit new 12m x 48kg rail	each	1-10	
7,2	Remove old rail, supply and fit new 12m x 48kg rail	each	11+	
7,3	Fit only 12m x 48kg rail	each	1-10	
7,4	Fit only 12m x 48kg rail	each	11+	
7,5	Remove only old rail for re-use. 12mx48kg	each	1-10	
7,6	Remove only old rail for re-use. 12mx48kg	each	11+	
7,7	Bending and straightening of 48kg rail	m	1	
7,8	Drill 32 mm hole in rail	each	1	
7,9	Supply and fit fishplate to 48kg rail	each	1	
7.19	Replace missing fishplate	each	1	
Total Carried forward to summary page				
8	<u>Ballast</u>			
8,1	Ballast screening	m	1-5	
8,2	Ballast screening	m	6-20	
8,3	Ballast screening	m	21+	
8,4	Total ballast replacement	m	1	
8,5	Supply 62mm ballast stone	m3	1-5	
8,6	Supply 62mm ballast stone	m3	6-10	
8,7	Supply 62mm ballast stone	m3	11+	
8,8	On site haulage of ballast (per cubic meter)	m	0-20	
8,9	On site haulage of ballast (per cubic meter)	m	21-100	
8.10	On site haulage of ballast (per cubic meter)	m	101+	
Total Carried forward to summary page				

9	<u>Springs, Clips, Etc.</u>			
9,1	Supply and fit a Pandrol spring clip E2006 (anti vandal)	each	1	
9,2	Fit only a Padrol Spring clip E2006 (anti vandal)	each	1	
9,3	Supply and fit Anti Sabotage Pandrol Spring	each	1	
9,4	Remove Anti Sabotage Pandrol Spring	each	1	
9,5	Supply and fit A gauge clip	each	1	
9,6	Supply and fit B gauge clip	each	1	
9,7	Supply and fit C gauge clip	each	1	
9,8	Supply and erect speed restriction board	each	1	
9,9	Supply and fit tumbler complete	each	1	
9,10	Supply and fit tumbler head only	each	1	
9,11	Supply and fit tumbler pull rod only	each	1	
9,12	Spike points	each	1	
9,13	Paint top of springs bright yellow for ID	each	per 100	
Total Carried forward to summary page				
10	<u>Drainage</u>			
10,1	Clean concrete lined drains	m3	1	
10,2	Construct earth drain	m3	1	
Total Carried forward to summary page				
11	<u>Relocation Of Track Material</u>			
11,1	Handling and transportation of 12m x 48 kg rails.	km	1-10	
11,2	Handling and transportation of 12m x 48 kg rails.	km	11+	
11,3	Handling and transportation of concrete sleepers	km	1-10	
11,4	Handling and transportation of concrete sleepers	km	11+	
11,5	Break up complete track ready to transport	m	1	
Total Carried forward to summary page				
12	<u>Vegetation</u>			
12,1	Clear vegetation (Skoffel)	m2	1	
12,2	Brush cutting vegetation	m2	1	
12,3	Spray herbicide to eradicate all vegetation	m2	1	
12,4	Maintain 4m wide track section, free of weeds	sum/km/yr	1	
Total Carried forward to summary page				

13	<u>Stop Block & Other</u>			
13,1	Supply Stop Block	each	1	
13,2	Install Stop Block	each	1	
13.3	Relocate existing Municipal Stop Block & Install	each	1	
Total Carried forward to summary page				
14	<u>Safety Regulator Requirements</u>			
14,1	Compile and submit quarterly Safety Regulators Report	each	1	
14,2	Compile and submit required documentation for RSR permit	each	1	
14,3	Compile and submit required annual RSR report	each	1	
14,4	Compile and submit an Incident Investigation Report	each	1	
14,5	Submit a track inspection report	each	1	
Total Carried forward to summary page				
15	<u>Miscellaneous</u>			
15,1	Miscellaneous work not included in the above (quote required)			50 000
Total Carried forward to summary page				

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

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SUMMARY PAGE

Item No.	Description	Total Excluding VAT
1	Site Establishment	R
2	Slacks	R
3	Slew Track	R
4	Sleepers	R
5	Turnouts	R
6	Welding	R
7	Rails	R
8	Ballast	R
9	Springs, Clips, Etc.	R
10	Drainage	R
11	Relocation Of Track Material	R
12	Vegetation	R
13	Stop Block & Other	R
14	Safety Regulator Requirements	R
15	Miscellaneous	R50 000.00
Total Excluding VAT		R
Add VAT @ 15%		R
Total Including VAT		R

Name of Tenderer:

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SS 53 OF 2025	CLOSING DATE:	29 August 2025	CLOSING TIME:	12H00
DESCRIPTION	REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

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

Central Stores				
2 Abattoir Road,				
(Off Kershaw Road)				
PIETERMARITZBURG				
3201				
SUPPLIER INFORMATION				
NAME OF TENDERER				
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:			
CSD REGISTRATION No.	MAAA			

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 TENDERER	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 PERSONS	KIM MATHER
CONTACT PERSON	VINESH GOVENDER	TELEPHONE NUMBER	033-392 2182
TELEPHONE NUMBER	033 – 392 2027	CELLULAR NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	vinesh.govender@msunduzi.gov.za	kim.mather@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 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 TENDERERS 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 TENDERERS 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 TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <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>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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 TENDERER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

DATA SHEET 2: STATEMENT OF PREVIOUS EXPERIENCE

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Name of Company	Contact Person	Contact No.	Nature of Works	Value of Works and Duration

Signature Date

THE MSUNDUZI MUNICIPALITY

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I/We do hereby declare that the Municipal Fees of *(Full Name of Tenderer)*

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:-

DESCRIPTION

ACCOUNT No.

Electricity _____

Water _____

Rates _____

(Attach a copy of the current Utility Bill)

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.

NB: If the Contractor is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of :-

Physical Address.....

.....

Signature.....Date.....

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

DATA SHEET 5: 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.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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.....

THE MSUNDUZI MUNICIPALITY

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REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

**DATA SHEET 6: 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <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.....

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

DATA SHEET 7: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

DATA SHEET 8: 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

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

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:

1.0 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.

.....
.....

2.0 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.

.....
.....

*** Delete if not applicable**

3.0 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.

.....
.....

4.0 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 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

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

DATA SHEET 10 - SITE INSPECTION/TENDER BRIEFING CERTIFICATE

As required by the General Conditions of Contract, I/we attended the Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the cost of the Works.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by or on behalf of the Engineer's Representative at the meeting, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SITE INSPECTION/TENDER BRIEFING CERTIFICATE
(To be completed by the Tenderer prior to the meeting)

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

This will certify that _____ (Name)

Representing _____ (Firm)

visited the site of the Works and/or attended the tender briefing meeting for this contract on

_____ day _____ Month _____ Year

SIGNATURE OF TENDERER: _____

SIGNED: _____ DATE: _____

for ENGINEER

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

TENDER FORM

The City Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir

Having examined the Specifications, Conditions of Contract, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Specifications, Conditions of Contract, Tender and Legislation, save as amended by the modifications set out in Annexure 'A' attached hereto, for the rates as set out in the price schedule for a three (3) year period commencing from date of award.

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

I / We are registered VAT vendors and the amounts indicated on the Price Schedule INCLUDES VAT.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time 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 VAT vendor registration number is: - _____

My/Our tender fee receipt number as issued by the Council is: _____

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 Senior Manager: Supply Chain Management may, if in her absolute discretion good and sufficient grounds are brought to her attention in writing within five (5) working days from the date hereof, 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.....

I.D. Number.....

Duly Authorised to sign on behalf of: -

Physical Address.....

.....

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

THE MSUNDUZI MUNICIPALITY**SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025****REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY****ALTERATIONS BY TENDERER**

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

Signature Date

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

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)

THE MSUNDUZI MUNICIPALITY**SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025****REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

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

- 1.6 The organ of state reserves the right to require of a Service Provider, 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 organ of state.

2. DEFINITIONS

- (a) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“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;
- (c) **“Functionality”** means the ability of a Service Provider to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) **“price”** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (g) **“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;
- (h) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (k) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	

Where: -

P _s	=	Points scored for price of bid under consideration
P _t	=	Price of bid under consideration
P _{max}	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification contained herein and must be supported by proof /documentation as stated therein.

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. SUB-CONTRACTING

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

(Tick applicable

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

box)

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%?

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
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		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

6.6 COMPANY CLASSIFICATION**[TICK APPLICABLE BOX]**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers, e.g. transporter, etc.

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number:

Stand Number:

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

6.9 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 specific goals as advised in the tender, 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 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of 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:

.....

MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

TAX CLEARANCE CERTIFICATE

Tenderers are required to attach hereto a Valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001 for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

CIPC REGISTRATION CERTIFICATE

Tenderers are required to attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC) for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

**CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION
REPORT**

Tenderers are required to attach hereto proof of registration with the Central Supplier Database (CSD).

A full Report is required for adjudication purposes

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 53 OF 2025

REPAIRS AND MAINTENANCE OF RAILWAY SIDINGS FOR THE MSUNDUZI MUNICIPALITY

COMPACT DISC (CD) OR USB-FLASH DRIVE

Tenderers are required to attach hereto a scanned copy of the completed tender document on either a Compact Disc (CD) or USB-Flash Drive for adjudication purposes.

The Compact Disc (CD) or USB-Flash Drive must be submitted in a sealed envelope and attached hereto.

SIGNED ON BEHALF OF THE SERVICE PROVIDER:

Name of Service Provider

Name of Signatory:

Capacity of Signatory:

Signature Date

All literature and attachments 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.