

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
Mrs D.N. Gambu

333 Church Street, Private Bag X205,
Pietermaritzburg, 3200
Tel: 033-392 2472, Fax: 033-392 2532

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

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 not later than **12h00, Tuesday, 16 July 2024**, 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.

No.	Description	<u>Tenderer to Tick (✓)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in INK and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in INK and corrections counter-signed? (No correction fluid used)		D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	N/A		
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
9	Is a valid Original Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided?		D	
10	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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

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16. **TENDERERS PLEASE NOTE: -**

- 16.1 Service Providers are advised to check the number of pages and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the Senior Manager: Supply Chain Management or the Engineer at once and have the same rectified. No liability whatsoever will be incurred in respect of errors in any tender due to the Service Provider's failure to observe this requirement.
- 16.2 The Tender Notice appeared in The Natal Witness newspaper, National Treasury e-Tender and Msunduzi Website on 13 June 2024.

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Tenderers for the above works. ***Only Tenderers who have a CIDB grading of 1 CE or higher will be considered for appointment.***

Tender documents will be made available to tenderers from **12h00 on Friday, 14 June 2024**. 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 **R719.22 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries regarding the Specifications, please contact Kim Mather (Roads Unit) on either Contact No.'s 033 392 218 2 or e-mail **Kim.mather@msunduzi.gov.za**

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

A non-compulsory Tender Briefing Meeting will be held at **10h00 prompt on Friday, 28 June 2024, in Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201**. Only one Tender Briefing Meeting will be held. An official will chair the meeting and answer queries raised by prospective Tenderers.

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 not later than **12h00, Tuesday, 16 July 2024**, 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, Act No. 5 of 2000.

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

No.	Criteria	Max. Points Awarded
1	Number of previously completed projects specifically related to concrete storm water construction and/or brick/slab paving.	30
2	Rand value of previously completed projects specifically related to concrete storm water construction and / or brick / slab paving.	20
3	Experience of the Technical Site Agent/Supervisor/Foreman/Project Manager/Civil Engineer/Civil Technician/Construction Foreman or Civil Site Supervisor.	20
4	Number of On-Site Skilled Artisan Personnel	20
Total No. of Points		90
<u>Threshold to Qualify for Stage Two: Preference Points System</u>		
CIDB Grading between 1CE - 3CE-Tenderers must obtain a minimum of 50%		50%
CIDB Grading from 4CE & Higher - Tenderers must obtain a minimum of 70%		70%

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

Specific goals	Description	Max Points Awarded
Locality	Within Msunduzi Municipality	10
Race	At least 51% black	10
Total Preference Points		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.

N HLELA (ACTING CITY MANAGER)

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

The tender and contract documents comprise Conditions of Tender, General Conditions of Contract, Special Conditions of Contract, Legislation, Drawings (if any), Schedule of Quantities, Data Sheets, Tender Form 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. ATTENDANCE OF THE NON-COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Attendance of the Tender Briefing meeting is non-compulsory, however, Tenderers are advised to attend the meeting to clarify any issues regarding the document and the specifications. Tenderers who do not attend this meeting will not be disqualified but will be tendering at their risk.

3. SUBMISSION OF TENDERS

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

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

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the ***General Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201***, and placed in the Tender Box by the close of tender. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the ***General 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 whatsoever will any extension of time be allowed for the submission of tenders.

Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

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

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

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the 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 Tenderer.

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

5. IMPORT PERMITS

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

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

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

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

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

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful 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. 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.

10. INCOMPLETE TENDERING

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

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

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

11. ACCEPTANCE OF ANY TENDER

11.1 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.

11.2 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.

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

11.3.1 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.

- 11.3.2 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.
- 11.3.3 Should the Service Provider/s, fail/s 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.
- 11.3.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Head: 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.
- 11.3.5 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.
- 11.3.6 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.
- 11.3.7 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.
- 11.4 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 Head: 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.
- 11.4.1 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.
- 11.4.2 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.
- 11.4.3 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.

12. WITHDRAWAL OF TENDER

In the case of a tenderer withdrawing the tender before expiry of the aforesaid period of three calendar months the Msunduzi Municipality may refuse to receive or consider for such period as it may think fit, any further tenders from that tenderer.

13. FAILURE TO COMPLY WITH THE REQUIREMENTS OF A PROVISIONAL ACCEPTANCE

If the Tenderer, when notified of the provisional acceptance of the tender, 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 Tenderer.

14. SUB-CONTRACTORS

Tenderers are required to submit on the sheet provided for that purpose, the names and addresses of the specialist sub-contractors they intend employing in the works including labour only sub-contractors.

15. RESOURCES

Tenderers are required to submit details of their management, office and supervisory resources and yard/office facilities together with a schedule of their work-force resources, including trainees, to be employed in constructing the Works.

16. OFF-SITE STORAGE OF MATERIALS

Tenderers who intend to store materials in places other than on the Site are required to submit their intentions on the attached data sheet with their tender; a successful Tenderer will be required to enter into approved agreements in respect of all such materials, failing which, no claim for interim payment in respect of materials stored off-site, will be entertained.

17. DAYWORKS PROVISIONS

The attention of tenderers is drawn to the provisions for dayworks in the Appendix hereto.

18. PROVISIONAL SUMS

The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.

The Tenderer is required to stipulate in the tendered Schedule of Quantities such charges and profit for possible future pro rata adjustments, as may be required.

19. PERIOD FOR DELIVERY

Unless otherwise specified in these documents, tenderer shall state the period within which complete delivery of all items described herein shall take place.

Such period(s) shall form part of the Conditions of Contract and may be taken into consideration in the adjudication of tenders.

20. DOMICILIUM CITANDI ET EXECUTANDI

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

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

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

21. DATA SHEETS

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

22. 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.

23. MUNICIPAL FEES

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

24. APPEALS AND/OR OBJECTIONS

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management.

In the event that an appeal and/or objection is lodged, the following procedure shall apply: -

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

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

25. 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.

26. 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

27. ADJUDICATION CRITERIA

The tender shall be evaluated in accordance with the Evaluation Criteria as outlined in the Specifications contained herein.

28. COMBATIVE TENDERING

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

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;

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

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

29. 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.

30. 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

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

GENERAL CONDITIONS OF CONTRACT

1. The Conditions of Contract governing this Contract shall be the General Conditions of Contract for Works of Civil Engineering Construction, Revised Edition (2015) sponsored by the Civil Engineering Advisory Council and approved by the South African Institution of Civil Engineers, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors as supplemented and amended by the Special Conditions of Contract attached hereto.
2. The abovementioned General Conditions of Contract may be inspected at the offices of the Engineer or the offices of any Engineer or may be obtained from any of the approving bodies listed above.
3. The "Special Conditions of Contract", "Alterations by Tender", "Tender Form" and "Appendix to Tender" used in this document are in full substitution for the Annexures printed on pages 47, 48, 49 and 50 of the General Conditions of Contract.
4. The principal amendments to the General Conditions of Contract are listed under. "Special conditions of contract". The effect of such amendments apply to all the contract conditions.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

SPECIAL CONDITIONS OF CONTRACT

The following definitions apply to this Contract and the Employer undertakes that the only variations from the General Conditions of Contract for Works of Civil Engineering Construction Revised Edition (2015) are as follows:

PAGE*CLAUSE

1 1(1) DEFINITIONS

1(L) The "Employer" means the Msunduzi Municipality;

1(m) The "Engineer" means the Strategic Executive Infrastructure Development, Service Delivery & Maintenance Management of the day of the Msunduzi Municipality or his duly appointed Representative.

1(o) Delete the Sub-clause and substitute:

"Letter of Acceptance means the written communication by the Employer to the Contractor, regarding the acceptance by the Employer of the Contractor's tender, issued after receipt of the Deed of Suretyship and insurance policies as are required in terms of Clauses 10 and 38."

3 1(2) DELIVERY OF NOTICES

Add the following to the Sub-Clause:

(c) sent by facsimile or telex or any like communication irrespective of it being during office hours or otherwise;

(d) posted to the addressee and delivered by the Postal Authorities;

(e) delivered by a courier service and signed for by the addressee.

3 1(6) CALCULATION OF DAYS

Amend

After "is stated to commence" insert "as well as any special non-working days stated in the Appendix".

6 6(2) CONTRACTORS LIABILITY FOR HIS OWN DESIGN ERRORS

Amend

After "designed by the Contractor" insert "or when his alternative tender has been accepted".

PAGE refers to the page number of the General Conditions of Contract for Works of Civil Engineering Construction, Revised Edition (2015).

9 10 SURETYSHIP

Delete the first sentence and substitute:

"When called upon to do so in a letter advising the Contractor of the Employer's intent to accept the tender, the Contractor shall produce within fourteen days from the date of such letter a guarantee of an Insurance Company or a Bank to be jointly and severally bound with the Contractor in terms of a Deed of Suretyship, in a sum of R 20 000.00 (Including VAT) per section (This is applicable to Sections 3; 4; 5 and 6 of this Contract), for the due performance of the Contract. The submission of the Deed of Suretyship shall be a condition precedent to the issue of the Letter of Acceptance. A Pro Forma of a suitable Form of Surety Bond acceptable to the Council is given at the end of this volume of the contract document." The Surety bond shall be retained by the Employer for the duration of the contract.

Delete the words "to the Surety with 14 days" from the penultimate line of the last paragraph and substitute "to the Contractor within 30 days".

Add the following new paragraphs:

"The surety shall be based on a R200 000 contract"

"The Contractor shall then be responsible for returning the Deed of Suretyship to the Surety.

Should the Employer be unable to return the Deed of Suretyship, the Employer shall write a suitably worded letter addressed to the Surety but delivered to the Contractor within the prescribed 30 days, stating that he has no further claim against the Surety and that the Deed of Suretyship may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Surety."

9 12(2) COMMENCEMENT DATE

Delete the Sub-Clause and substitute:

"The Commencement Date shall be that stated in the Letter of Acceptance of the Contract which Date shall be subsequent to the date of delivery of the Letter of Acceptance and not later than 28 days after such date of delivery."

"This contract expires after 36 months from the time of award."

10 15(1) ORDER OF WORKS

Renumber Clause 15(1) as 15(1)(a) and add the following:

- "(a) The Engineer may, by order in writing and without relieving the Contractor of any of his duties or responsibilities under the Contract, require the Contractor to proceed with the execution of the Works in such a manner as may be necessary in the opinion of the Engineer.
- (b) The Works are to be carried out in such an order as to interfere as little as possible with the continued operation of existing services and with work being carried out by other contractors or employees of the Council.
- (c) The Engineer in so ordering portions of the works will allocate a code number for each such portion; separate invoicing is required for each code for payment and retention purposes".

11 16(2) CONTRACTOR'S COPIES

Delete the words "to the extent provided in the Contract" and substitute "three".

12 16(12) SCALING FROM DRAWINGS

Add the following new Sub-Clause 16(12):

"Only figured dimensions shown on the Drawings, or calculable there from, may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Engineer. All dimensions shown on the drawings must be confirmed on site before any section of the work commences."

14 25 SITE MEETINGS

Add the following new Sub-Clause 25(4):

The Contractor or his representative shall attend all site meetings with the Employer and/or the Engineer on the dates as prescribed by the Engineer. One of the purposes of the meeting shall be to evaluate the progress of the work and to discuss matters relevant to the Contract as required by the parties concerned. The site meetings shall not be held for the discussion of daily routine matters in connection with the works.

26(9) The following additional sub-clauses apply:

No obligation exists on the part of the Contractor to employ other contractors who have entered contracts with the Employer.

16 29(1) REMOVAL OF IMPROPER WORK AND MATERIALS

Add a new Sub-Clause 29(1)(c):

"Where the Engineer considers that either or both Sub-Clauses (a) and (b) above apply to an event of a serious nature, he shall have the right to involve the Employer in the matter in which case he will arrange a joint meeting between Employer, the Engineer and the Contractor before giving any instruction to the Contractor."

18 35(2) EXCEPTED RISKS

Add the following after Sub-Clause (1)

(m) Special Conditions with Regard to Political Riots;

The Employer shall not be liable to the Contractor:

For any physical destruction or damage to plant, tools or equipment owned or hired by the Contractor or his employees, or any sub-contractor or his employees; and/or

For the Contractor's inability to perform or additional costs incurred as a result of any stoppage, delay or cessation of work, where such destruction, damage stoppage or delay arising out of civil or political unrest, riot or commotion occurring in the area within which the Contractor is being employed by the Employer.

Where the Contractor has given notice in writing to the Employer within 7 (seven) days following the occurrence of any such stoppage, delay or cessation of work and the Contractor has taken all practical steps to avoid or reduce same as are reasonable in the circumstances, the Employer shall allow the Contractor a fair and reasonable extension of time for the completion of the work but will not pay additional P and G costs (time related or otherwise) with relation to the contract.

19 37 REPORTING OF ACCIDENTS

Add to the Clause:

"If the Contractor shall receive any claim in respect of any loss or injury or damage to any person or property, he shall immediately report the same to the Engineer and if at the end of ninety days from the date of receipt of such claim the Contractor cannot satisfy the Engineer that the claim has been settled or that valid reasons for the non-settlement of the claim exists, then the Employer may, without limiting the obligations and responsibilities of the Contractor, negotiate a settlement and deduct from the Contractor all sums due in respect of such claim."

20 38(1) INSURANCES

Add to the Sub-Clause 38(1)(a)(ii)(bb):

The value of materials to be provided by the Employer shall be deemed to be Nil for insurance purposes.

WORKS INSURANCE

Works Insurance will be R50 000 for the period of the contract..

PUBLIC LIABILITY / THIRD PARTY INSURANCE

Limit of insurance is to be R5 000 000 per claim (Unlimited number of claims) for the period of this contract.

SURETY BOND:

A Surety Bond of R20 000 to be provided within 14 days and to continue for the duration of the contract until 31st December 2016.

38(3) EMPLOYER TO APPROVE INSURANCE COMPANY

Amend

Replace "Company" in the marginal note with "policy".

21 38(8) TIME FOR SUBMISSION OF INSURANCE POLICIES

Add new Sub-Clause 38(8)

"The Contractor shall produce the policies and proof of insurance in terms of Sub-Clauses (4) and (7) hereof within fourteen days of the date of the letter advising the Contractor of the Employer's intent to accept the tender. The submission of such policies and proof of payment shall be a condition precedent on the issue of the Letter of Acceptance."

23 41 NON-WORKING HOURS AND SPECIAL NON-WORKING DAYS

Clause 41 is renumbered (41)(1) and the following Sub-Clauses are added thereto:

"(2) Should the Engineer permit work outside of normal working hours [viz 07h00 to 17h00 Mondays to Fridays] and on Saturdays and Sundays or any of the non-working days stated in the Appendix and if he deems the presence of the Engineer's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision [calculated at a daily rate of 1/130 of the annual salary of such representative].

Where the Engineer has ordered such work, the salary of the representative will be to the account of the Employer.

- (3) A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 41(1)."

25 45(5) DELAY IN SUBMISSION OF DEED OF SURETYSHIP AND POLICIES OF INSURANCE

Add the following Sub-Clause 45(5):

"Any delay on the part of the Contractor beyond the period of fourteen days for the submission of the Deed of Suretyship or proof of insurance having been effected in accordance with Clauses 10 and 38(8) respectively shall not be grounds to an extension of time and the time for completion stated in the Appendix may be reduced by the amount of the delay at the sole discretion of the Engineer."

25 45(6) ABNORMAL RAINFALL

No extension of the Time of Completion shall be granted for normal rainfall.

The extension of time to be granted for abnormal rainfall shall be calculated by the formula:

$$V = (N_w - N_n) + R_w - R_n$$

20

Where

V = Extension of time in calendar days in respect of the calendar month under consideration

N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more has been recorded.

R_w = Actual total rainfall in mm recorded during the calendar month under consideration.

N_n = Average number of days, derived from rainfall records, on which rainfall of 10,1 mm and more has been recorded during the relevant calendar month as per the data tabulated hereinafter.

R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter.

Where an extension of time due to abnormal rainfall has to be calculated for a portion of a calendar month, pro rata values shall be used.

Should V be negative for any particular month and should its absolute value exceed the corresponding value of N_n the V shall be taken as being equal to minus N_n.

The total extension of time to be granted shall be the algebraic sum of all the monthly extensions provided that if this total is negative then the extension of time to be granted for abnormal rainfall shall be taken as zero.

The rainfall records applicable in respect of this Contract are those recorded at Weather Station _ 239577: Darvill Purification Works and shall be those used for calculating the extension of the time for completion on account of abnormal rainfall.

The following values of N_n and R_n are to apply.

MONTH	N_n [DAYS]	R_n [mm]
January	5	115.7
February	3	119.9
March	3	111.2
April	2	58.3
May	0	25.8
June	0	8.6
July	0	13.1
August	1	30.0
September	2	54.1
October	3	93.6
November	3	121.2
December	3	135.8
TOTAL	25	927.3

The Contractor shall take his own rainfall measurements on site, but access to the measuring gauge[s] shall be under the Engineer's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

27 49(2) CONTRACT PRICE ADJUSTMENT

In accordance with Clause 49(2), the value of each certificate issued in terms of Clause 52(1) shall be increased or decreased by the amount obtained by multiplying ΔAc defined in Clause 2 of this schedule, by the Contact Price Adjustment Factor, rounded of to the Fourth decimal place, determined according to the formula:

$$(1-x) \frac{C_t}{C_o} - 1$$

in which the symbols have the following meaning:

“X” - Is the proportion of ΔAc which is not subject to adjustment. Unless others stated in the Appendix this proportion shall be 0.15.

“C” - Is the “Consumer Price Index-All Items” for the urban area nearest the Site as specified by the Engineer in the Appendix to the Tender and as published in the Statistics News Release (PO 141.1, Table 4.1) of the Central Statistics Services.

“o” - This suffix denotes the basic index applicable to the base month, which shall be the month prior to the month in which the closing date for tenders falls.

“t” - This suffix denotes the current index applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

Base Month **will be date of award of the contract.**

27 49(4) SUBSEQUENT CHANGES IN LEGISLATION

Amend

In the fifth line after the word "Employer" add "Engineer".

30 52(1) MONTHLY PAYMENTS

Add the following Sub-Sub-Clause:

"(g) Value Added Tax [if applicable] in respect of the sum of the amounts referred to in Sub-Sub-Clauses (a) to (f) above, inclusive."

30 52(2) VALUATION OF MATERIAL BROUGHT ONTO SITE

Amend

Replace the second sentence [commencing "The valuation of such materials...."] with the following:

"The valuation of such materials shall be based on the purchase price and delivery cost reflected by the relevant invoices or receipts exclusive of Value Added Tax and discounts to the Contractor and inclusive of any other duties payable on such material. [Value Added Tax will be added only to the nett amount certified by the Engineer as payable to the Contractor in respect of each Payment Certificate, as provided for in Sub-Clause 52(1)."

30 52(3) RETENTION

A retention of 5% per Order shall be retained for a maintenance/ liability period of six months and released after inspection.

31 52(6)(a) GUARANTEE IN LIEU OF RETENTION

Delete this Sub-Clause in its entirety.

33 54(6) DIFFERENT DATES OF COMPLETION

Add

Insert the following after the words "...specified in respect of different portions of the Works....." in the second line:

"...or, if the Employer shall for any reasons issue a Certificate of Practical Completion in respect of any particular portion or portions of the whole..."

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

- a) "Council" means the Msunduzi Municipality.
- b) "Supplier" 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.
- c) "Engineer" means the Deputy Manager: Infrastructure Services of the day of the Msunduzi Municipality or the said Manager's nominated representative.
- d) "Goods" means the equipment, plant, vehicles or materials to be supplied in accordance with the Contract.
- e) "Contract" means the Conditions of Tender, these Standard Conditions, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Drawings (if any), Priced Schedule of Rates and Prices, Form of Tender and Annexures thereto and the Final Letter of Acceptance.
- f) "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.
- g) "Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.
- h) "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.
- i) "Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

2. 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.

3. CONTRACT DOCUMENTS

The several documents forming the contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies, shall be referred to the Engineer for decision.

No claim for extras arising out of such obscurity or discrepancy will be considered unless such shall have been referred to the Engineer for decision prior to submission of the tender.

4. DAMAGE TO PERSONS AND PROPERTY

The Supplier shall indemnify the Council against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the manufacture, demonstration, supply, delivery and, where applicable, installation and commissioning of the goods and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5. ACCIDENT OR INJURY TO WORKMEN

The Supplier shall indemnify the Council against any damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Supplier and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Supplier shall insure against such liability with an Insurer approved by the Council.

6. QUANTITY

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

7. DELIVERY

The Contract Price shall include for the delivery of goods to the site or sites detailed in the specification and shall include for off-loading and stacking where applicable.

The Supplier shall be responsible for all damages or breakages in transit until the goods have been accepted by the Engineer at the delivery site.

Immediately after forwarding any goods, an advice note shall be sent in duplicate to the Fleet Manager: City Fleet Workshops, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch.

8. 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 Engineer's instructions 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 Supplier shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, mass or quantity of any materials used and shall supply samples of materials for testing as may be required by the Engineer.

The Supplier may be present at any tests which the Engineer decides to carry out.

9. SAMPLES

All samples shall be supplied by the Supplier at his/her 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 Supplier at his/her expense.

10. REMOVAL OF IMPROPER GOODS

All goods 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 Supplier.

No payment will be made for any goods so rejected or for any loss incurred by the Supplier as a consequence of such rejection.

11. PERIOD FOR COMPLETION

Subject to any requirement in the Specification as to the installation and/or delivery of any portion of the goods before the installation and/or delivery of the whole, the whole of the goods shall be installed and/or delivered within the time stated in the tender calculated from the date of the final Letter of Acceptance.

12. PENALTY FOR LATE DELIVERY

Upon any delay in installation and/or delivery beyond the tendered completion period, the Council shall be entitled forthwith to purchase goods of the same description and quantity as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such goods as may be required to complete the contract and the Supplier shall bear any difference in price between any goods so purchased and the Contract Price.

The amount of such difference shall be paid by the Supplier to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Supplier in respect of goods already delivered under this or any other contract.

Nothing contained herein shall prejudice the right of the Council to recover from the Supplier such other damage or loss it may suffer by reason of the failure of the Supplier to deliver the goods within the completion period and in accordance with the contract.

The delivery and/or installation and commissioning and testing (where applicable) shall not be deemed to be complete until a certificate in writing to that effect has been issued by the Engineer.

13. VARIATION OF QUANTITIES

The Engineer shall have the power to vary the quantity of any item or items listed in the Schedule of Quantities/ Equipment.

14. 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, eg for payment within thirty (30) days of rendering accounts, are made by the 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.

Payment will be certified as follows: -

Equipment, Mobile Plant and Vehicles

100% of the Contract Price will be paid on delivery and, where applicable, installation and/or commissioning of all items listed in the Schedule of Quantities/Equipment, together with all accessories, manuals, etc., required in terms of the contract.

15. PRICE ADJUSTMENT

In any case in which a Tenderer tenders a price subject to adjustment, the Council, if it accepts the tender, shall not be liable to pay any such price adjustment unless the Tenderer has: -

- (a) stipulated in his tender the precise manner by which the price adjustment is to be calculated; and
- (b) quoted in his tender all formulae necessary for the calculation of the price adjustment; or alternatively
- (c) has quoted in his tender a particular price adjustment index by reference to which the price adjustment shall be determined.

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

Upon receipt of the claim accounts 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.

16. MAINTENANCE

The Supplier shall accept responsibility for, and within a reasonable time after receipt of written notice from the Engineer, shall at his/her own cost and expense and to the entire satisfaction of the Engineer, refit, replace or repair any defective part, article or materials or make good and restore any deficits not attributable to fair wear and tear that may become apparent or develop under normal working conditions within a minimum period of twelve (12)

months from the date of accepted delivery, provided that this maintenance period shall be extended for a further period equivalent to that during which the goods are out of service due to such refitting, replacement or repair up to a maximum of an additional fifty (50) per cent.

17. FORWARD COVER

The Supplier will be required to arrange Forward Cover on all imported goods or materials, the cost thereof to be included in the price schedule reimbursed by the Council to the supplier on proof of payment. In any case in which a Tenderer tenders a price subject to exchange rate fluctuations, the exchange rate(s) at which the goods or materials offered are based must be clearly indicated in Annexure "A" – Alterations by Tenderer. If no exchange rate(s) are indicated, the tender prices shall be considered not subject to exchange rate fluctuation.

18. 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.

19. 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.

20. 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.

21. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for sequestration of the Contractor's 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 Contractor's 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 Contractor's 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.

22. 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.

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FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

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. 50 OF 2024

FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

SPECIFICATIONS

1. SCOPE OF WORKS / CONTRACT

The Works to be carried out under this contract entails the supply and services annual contract work for the supply and delivery by a contractor to perform repairs to road Infrastructure: replace and repair damaged paving, concrete, kerbs, concrete channels, etc. The contractor/s would be instructed by the Senior Manager: Roads and Transportation or delegated officials to carry out works on an "as and when required" basis.

The work will entail one or a combination of the sections listed under Schedule of Rates, at various locations within the boundaries of the Msunduzi Municipality.

2.0 PROJECT CHAMPION DETAILS

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 EXTENT OF WORKS

The Services and Supply to be carried out by the Contractor/s or Suppliers under this Contract shall be in accordance with the Sections listed below.

The Contractor shall be bound to undertake any quantity of work called for by the Senior Manager: Roads and Transportation or delegated officials, on an "as and when required" basis. The work will entail one or a combination of the following operations at various locations in Msunduzi Municipality's area of jurisdiction.

a) Site Establishment

1. Initial establishment of repair team. Monthly EPWP information to be submitted in the standard format is included in this item.
2. Re-establish repair team where distance exceeds 1 km.

b) Paving Slabs

1. Excavate in-situ material to a depth of 100mm and compact.
2. Supply and place 50mm layer of course filler sand (equivalent to concrete sand). Bedding sand to be mixed with cement 1:8 ratio.
3. Lay existing paving slabs that are in good conditions tightly edge to edge to line and level with adjacent slabs/GL.
4. Supply and lay additional paving slabs as required. Level with adjacent slabs/GL.
6. Extra-over for cut slabs (existing or new).

All paving slabs are to be obtained from the Willowfountain Concrete Casting Yard. In the event of the specified material not being available at Willowfountain, then either of the following options may be considered after a detailed request, per area, on a job-to-job basis:

- i) Cast 20MPa insitu concrete to a minimum depth of 100mm and to be jointed to match the original paving slab patterns.
- ii) Obtain SANS approved slabs or other items of the correct size elsewhere.

c) Roadside Storm Water Channels and Kerbs

- 1. Excavate existing material.
- 2. Replace kerb to match existing and fully haunch with 20 MPa concrete.
- 3. Replace storm water channel to match existing channel with 20MPa concrete.

d) Concrete And Brick Paved Driveways

- 1. Excavate in-situ material to a depth of 100mm and compact.
- 2. Supply and lay 20MPa concrete to minimum of 100mm depth.
- 3. Lay existing brick paving that are in good condition tightly edge to edge to line and level.
- 4. Supply and lay additional paving bricks.
- 5. Extra-over for cut bricks (existing or new).
- 6. Bedding sand to be mixed with cement to a 1:6 ratio.

e) Catch-Pit Cover Slabs

- 1. Replace existing broken catch-pit cover slabs with new, including support beam and dispose of the broken slab.

f) Bollards

- 1. Supply and install large concrete bollards in concrete foundations.

g) Dispose Of Surplus Material And Tidy Site

All material must be disposed of at the Municipal Landfill Site and receipt of disposal to be submitted together with final invoice.

h) Unforeseen Work

This makes provision for a variety of unforeseen work related to the above items to a maximum of R50 000.00 per job. This will be for work directly related to the job like: removal of tree roots, replace underlying broken section of storm water pipe, re aligning a bollard, removing obstructions, patching work with mortar mixture, supply and installing odd size or shaped covers, etc. Details of this work once identified must be detailed and quoted for by the Contractor. Council reserves the right to accept the quotation if considered a fair and reasonable price. The Municipality will give final approval for the quotation.

4.0 INSPECTION OF THE CONTRACTORS PREMISIS

N/A

5.0 **CONTRACT PERIOD**

The contract period shall be thirty-six (36) months from the date of award.

6.0 **PLACE OF DELIVERY AND DELIVERY PERIOD**

The goods and services provided shall be on an "as and when required" basis at various locations in Msunduzi Municipality's area of jurisdiction.

7.0 **TENDER BRIEFING MEETING**

A non-compulsory Tender Briefing Meeting will be held at ***10h00 prompt on Friday, 28 June 2024, in Auditorium No. 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, 3201.*** Only one Tender Briefing Meeting will be held. An official will chair the meeting and answer queries raised by prospective Tenderers.

8.0 **INSURANCES REQUIRED**

8.1 **Surety**

Once off amount of Surety Bond = R20 000

Time During Which Surety Bond To Be Provided : 14 Days

Duration of Surety Bond : For the duration of the contract up to 36 months after the award of the contract.

8.2 **Works Insurance:**

Amount of Works Insurance = R50 000

Period - three years from the date of award.

8.3 **Minimum Amount of Third Party Insurance:**

Value - R5 000 000 for any single claim.

Period - Three (3) years from the date of award.

9.0 **RETENTION**

A retention of 5% per Order shall be retained for a maintenance/ liability period of six (6) months and released after inspection.

10.0 **PENALTIES**

The Contractor is to submit a Work Program for all work with realistic time frames. An updated Program must be submitted if the original program changes.

The amount of penalties to be levied will be R500.00 per day for work not completed on time as per approved program for a specific job.

A penalty of R500.00 will be levied per day where the contractor is not complying with the safety requirements on site.

A penalty of R500.00 will be levied per day where the supervisory and the skilled staff as detailed in the Tenderer's submission are not on site.

The above penalties will be deducted from the payment of that specific job.

11.0 **COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.**

1. The OHS Act (Act 85 of 1993)
2. The compensation for occupational injuries and diseases act (act 130 of 1993) (coid act)
3. The Labour Relations Act (Act 66 of 1995)
4. The basic conditions of employment act (act 3 of 1983) (bce act)
5. The income tax act (act 58 of 1962)
6. The value added tax act (act 89 of 1991)
7. The engineering profession act of south Africa (act 114 of 1990)
8. CIDB regulations
9. Municipal SCM Policy
10. Supply Procurement Policy

12.0 **DEFECTS LIABILITY PERIOD**

Defects liability period is six (6) months.

13.0 **ESCALATION**

The rates will be fixed for the first twelve-month period and thereafter subject to escalation based on CPA. The base month will be the month of contract being awarded.

14.0 **MATERIALS**

The materials are to comply with all SANS standards.

15.0 **COST OF THE WORKS**

The cost of the works shall be in accordance to each project undertaken by contractors on an "as and when required" basis exclusive of VAT.

16.0 **MANDATORY RESOURCES**

16.1 **Vehicle**

Bidders must submit proof of ownership or vehicle lease agreement in the name of the owner of the company or the company for a bakkie or a truck. Proof of ownership of vehicle in the form of the vehicle logbook/registration form or lease agreement must be submitted. Failure to do so will result in the disqualification of the bidder from this tender.

16.2 **CIDB Grading**

A minimum CIDB Grading of 1CE or higher (***Submit proof together with the tender document***).

17.0 **EVALUATION CRITERIA**

The evaluation criteria to be used will be the 80/20 points system in terms of PPPFA 2022.

17.1 **Stage 1: Functionality**

Maximum points for Stage 1 is **90 points** in terms of Company experience and team composition.

The Municipality reserves the right to verify all information submitted.

17.1.1 **Previous Projects Completed.**

Completion certificates specifically for **PAVING PROJECTS ONLY** are to be submitted.

For points to be awarded, Completion Certificates must show:

- i. Date and duration of each project.
- ii. Rand value of total project.
- iii. Detailed description, quantities and related Rand value of the specific work only for storm water concrete work and /or brick/concrete slab paving, within the project.
- iv. Client's name.
- v. Referee's name and contact numbers.

Failure to submit all the above information will result in no points being awarded.

a) **No. Of Previously Completed Projects Specifically Related To Concrete Storm Water Construction And/or Brick/Slab Paving:**

Over 10 projects	-	30 points
9 to 10 projects	-	20 points
6 to 8 projects	-	15 points
4 to 5 projects	-	10 points
2 to 3 projects	-	5 points
Below 2 projects	-	0 points

b) **Points For Rand Value Of Previously Completed Projects Specifically Related To Concrete Storm Water Construction And/or Brick/Slab Paving:**

R 2 mil and over	-	20 points
R1mil to under R2 mil	-	15 points
R500 000.00 to under R1 mil	-	10 points
R 1000.00 to under R500 000.00	-	5 points

17.1.2 **Team Composition.**

17.1.2.1 **Supervisory Staff.**

For points to be awarded, Bidders must submit details of:

- a) Qualifications for the onsite, supervisory staff that will be engaged in this project, by means of certified copies of their qualifications.
- b) An affidavit showing proof of the supervisory member's current employment with the company submitting this tender.
- c) A CV for the supervisory staff showing ONLY their experience in storm water construction, storm water concrete work and /or brick/concrete slab paving.

Should the above qualifying person in this Tender be not available during the course of this contract, an equally qualified replacement person must submit their CV for approval by the Municipality before further work is given.

i) Points for on-site supervisory staff experience: Must be either a Technical Site Agent/ Supervisor/ Foreman/Project Manager/Civil Engineer/Civil Technician/ Construction Foreman or Civil Site Supervisor. (Civil degree/diploma/trade test/N6 technical qualifications are required for scoring points):

More than 5 years	-	20 points
More than 2 to 5 years	-	10 points
1 year to 2 years	-	5 points
Less than 1 year	-	0 points

17.1.2.2 Artisan Staff.

For points to be awarded, Bidders must submit: details of:

- a) Certified, Artisan Bricklayer's qualifications that will be engaged in this project,
- b) An affidavit showing proof of each Artisan Bricklayer's current employment with the company submitting this tender.
- c) Each Artisan Bricklayer's CV showing ONLY their experience in storm water construction, storm water concrete work and /or brick/concrete slab paving.

Should the above qualifying persons in this Tender be not available during the course of this contract, equally qualified replacement persons must submit their CV for approval by the Municipality before further work is given.

i) No. of On-Site Skilled Artisan Personnel (Certified Bricklayer Artisan Trade Test qualifications/certificates are required for scoring points):

More than 3 x Personnel	-	20 points
2 to 3 Personnel	-	10 points
1 x Personnel	-	5 points
None	-	0 points

To qualify for Stage 2, CIDB Grading 1CE-3CE Bidders must obtain a minimum of 50% or 45 points; CIDB Grading 4CE and higher bidders must obtain a minimum of 70% or 63 points in Stage 1.

17.2 Stage 2 – Price and Preferential Points

The tender evaluation will be based on the applicable preferential points based on an estimated total annual cost equal or less than R50 million incl. VAT for projects as follows:

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

17.2.1 Specific Goals:

At least 51% black owned = 10 points

Locality, within the Msunduzi Boundaries = 10 points.

(To claim points: Bidders must submit proof of their company address within the Msunduzi Municipal 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).

18.0 OTHER IMPORTANT INFORMATION

Service Provider to note that the point of departure for all travelling disbursements should be from Msunduzi Municipality, City Hall (Chief Albert Luthuli Street, Pietermaritzburg).

19.0 CONTRACT AWARD

1. Contractors will be awarded according to their scoring based on their relevant information submitted.
2. Council intends appointing up to a maximum of five (5) contractors to execute this contract. To select the required amount contractors from those who qualify for this tender, the scoring in the Functionality Stages will be considered.
3. Work will be given on an “as and when basis” on demand to the selected panel of Contractors on a job by job basis. The SCM Unit will determine the distribution of work on a rotational basis coupled to the scoring results and performance capacity of the individual Contractors. The Municipality does not guarantee that the Contractors on the panel will have the same type of work, nor the same value of work awarded.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

PROOF OF EVIDENCE FORM

Contractors to note the following:-

- a) Complete the following ***“Proof of Evidence Form”*** fully.
- b) Attach this form as a front page to a separate booklet that has sequential page numbering, (Correct and relevant reference page numbers must be indicated on this ***“Proof of Evidence” form.***
- c) All supporting documents as listed on the ***“Proof of Evidence Form”*** are to be included as this separate booklet.

Criteria	Ref. Page Numbers
Proof of current CIDB Grading	
Proof of Vehicle Resources	
<u>FUNCTIONALITY SCORING</u>	
Roads & Paving Completion Certificates of previously completed projects that must show: Client's name; referees contact details, description of work details, date and duration of contract, Rand values and quantities of s/water, concrete and paving related work only, relative to the total project, total Rand value of the project.	
On-site Supervisory staff Qualification certified documents.	
On-site Supervisory staff CV showing referee details, dates and durations of only the relevant experience required for this Tender.	
On-site Supervisory staff employment affidavits	
On-site Artisan Bricklayers certified Qualifications	
On-site Artisan Bricklayers CV's showing referee details, dates and durations of only the relevant experience required for this Tender.	
On-site Artisan Bricklayers affidavits stating current employment.	
Proof of Company location within Msunduzi Municipal boundaries	

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

PREAMBLE TO SCHEDULE OF RATES

- a) The rates given in the Price Schedule are applicable to all Tenderers and subject to be accepted by Tenderers, which qualify all Tenderers passing stage 1 for 80 points for price.
- b) Should the total points for stage 2 fail to clearly separate the required number of Tenderers, Stage 1 will be considered to rate them from highest to lowest based on their scoring.
- c) Preamble to the Schedule of Rates:
 - i) Descriptions in the Schedule of Rates are generally in abbreviated form and the layout has been drawn up in accordance with the standard document "Civil Engineering Quantities". However, it should be noted that if any requirements of the measurements or payment clauses of the Project Specifications conflict with the terms of the Schedule, then the standardised Project Particular Specifications shall prevail.
 - ii) Because the tender has been drawn up for supply and services on the basis of "as and when required" no quantities can be guaranteed. The quantities are given only as a guide to tenderers. This tender therefore constitutes a Schedule of Rates rather than a Schedule of Quantities.
 - iii) The schedule will be used in the normal way to determine payments to be made as the work progresses. Contractors will be awarded according to their scoring based on their relevant information submitted.
 - iv) Council intends appointing up to five (5) contractors to execute this contract should it be in Council's interest to do so. Should the total points for stage 2 fail to clearly separate the required number of Tenderers, Stage 1 will be considered to rate them from highest to lowest based on their scoring.
 - v) Work will be given on an "as and when basis" on demand to the selected panel of Contractors on a job by job basis.
 - vi) The SCM Unit will determine the distribution of work on a rotational basis coupled to the scoring results and performance capacity of the individual Contractors. The Municipality does not guarantee that the Contractors on the panel will have the same type of work, nor the same value of work awarded.

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**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
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SCHEDULE OF RATES

The rates listed on the Schedule of rates will be applicable for the duration of the contract.

The Tenderer is required to initial every page of the supplied tender rates and sign in full on the last page of the Rates to accept the provision of the rates. Failure to comply with this clause shall lead to disqualification.

REF	NO	DESCRIPTION	Unit	Rate (Excl. VAT)
A	1,0	<u>Site Establishment</u>		
A1	1,1	Initial establishment of repair team & EPWP information.		R2 500.00
A2	1,2	Re-establish team where distance exceeds 1km		R748.00
B	2,0	<u>Slabs</u>		
B1	2,1	Excavate in-situ material to a depth of		
		100mm & compact the sub-surface	m3	R180.00
B2	2,2	Supply and place 50mm layer of course filler		
		sand (equivalent to concrete sand) with a 1:8		
		cement mix.		
		a) 0-5m3	m3	R866.00
		b) over 5m3	m3	R866.00
B3	2,3	Re-lay existing paving slabs that are in good		
		condition, edge to edge in line , level, including		
		grouting, point and clean joints.		
		a) 0-10 slabs	no.	R76.00
		b) over 10 slabs	no.	R69.00
B4	2,4	Supply & lay new slabs as required, including		
		grout, point and clean joints.		
		<u>a) Plain</u>		
		915x610x50	Each	R253.00
		760x610x50	Each	R232.00
		610x610x50	Each	R180.00
		610 x 457 x 50	Each	R129.00

		<u>b) Special</u>		
		500x500x50	Each	R133.00
		610x500x50	Each	R150.00
		<u>c) Channel Duct</u>		
		1070x610	Each	R411.00
		<u>D) Gutter Crossing</u>		
		Extra Heavy Duty	Each	R472.00
B5	2,5	Cut slabs (extra over: new & exist)	Each	R98.00
C	3,0	<u>Channel & kerbs</u>		
C1	3,1	Excavate existing material	m3	R180.00
C2	3,2	Replace kerbs to match existing and fully haunch with 20Mpa concrete		
		<u>a) Vertical</u>		
		4/4 full kerb	Each	R363.00
		2/4 half kerb	Each	R205.00
		1/3one third kerb	Each	R167.00
		<u>b) Semi-Batter</u>		
		4/4 full kerb	Each	R397.00
		2/4 half kerb	Each	R242.00
		1/3one third kerb	Each	R180.00
		<u>c) Old Roll Back</u>		
		4/4 full kerb	Each	R400.00
		2/4 half kerb	Each	R242.00
		1/3one third kerb	Each	R180.00
		<u>d) Metric Roll Back</u>		
		4/4 full kerb	Each	R314.00
		2/4 half kerb	Each	R180.00
		1/3one third kerb	Each	R166.00
C3	3,3	<u>Replace Storm Water Channel To Match Existing</u>		
		Channel with 20 MPa concrete. (up to 5 cubes)	m3	R4 940.00
		Channel with 20 MPa concrete (more than 5)	m3	R2 180.00
D	4,0	<u>Concrete & Brick Paved Driveways</u>		
D1	4,1	Excavate in-situ material to a depth of 100mm and compact sub-surface	m3	R1 330.00
D2	4,2	Supply +lay 20MPa concrete to depth of 100mm (up to 5m ³)	m3	R4 940.00
		Supply +lay 20MPa concrete to depth of 100mm (over 5m ³)	m3	R2 180.00

D3	4,3	Re-lay existing good condition paving bricks edge to edge, to line, level, point and clean.	m2	R1 328.00
D4	4,4	Supply + lay new clay paving bricks edge to edge, to line, level, point and clean.	m2	R606.00
D5	4,5	Extra-over cut bricks (exist & new)	each	R24.00
E	5,0	<u>Catchpit Tops.</u> Supply and fit catchpit tops with covers to kerb inlets. Remove damaged ones from site.		
		a) 2100 x 1000 x 100 (with support beam)	Each	R3 742.00
		b) 1050 x 1000 x 100	Each	R2 245.00
F	6,0	<u>Bollards.</u> Supply and lay large bollards in 400 x 400 x 500mm deep 20MPa concrete foundation. Including excavation.	Each	R733.00
G	7,0	<u>Dispose Of Surplus Material To Municipal Landfill Site And Tidy Work Site.</u>	m3	R272.00
H	8,0	<u>Unforeseen Work.</u> Unforeseen work like removing tree roots, replace broken sub-surface piping, mortar patching, remove obstructions, etc. to be detailed and a quotation given.	Prov. Sum	R50 000

Notes:-

- The above rates have been calculated from a combination of considering market related prices for materials and services, previously tendered rates and applying the latest CPI indices and our Concrete Casting Yard rates.
- Contractors are required to submit proof of their registration with the CIDB together with the tender for adjudication purposes.

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR:

Full Name of Contractor

.....

Name of Signatory:

Capacity of Signatory:

CIDB Registration No

Signature Date

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
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DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SS 50 OF 2024	CLOSING DATE:	16 JULY 2024	CLOSING TIME:	12H00
DESCRIPTION	FRAMEWORK AGREEMENT: REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.				
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:

FOYER, GROUND FLOOR
CITY HALL
169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL 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:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF 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 PERSON	KIM MATHER
CONTACT PERSON	VINESH GOVENDER	TELEPHONE NUMBER	033 – 392 2182
TELEPHONE NUMBER	033 – 392 2027	CELLULAR NUMBER	
FACSIMILE NUMBER	086 774 7100	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	vineshg.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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

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.

Failure to comply with either of these requirements shall lead to disqualification.

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

Signature Date

THE MSUNDUZI MUNICIPALITY

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FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

DATA SHEET 3 – RESOURCES SCHEDULE

Tenderers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time work-force including trainees, and plant and equipment for adjudication purposes.

[illegible]

Signature Date

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

DATA SHEET 4: DECLARATION OF MUNICIPAL FEES

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:-

<u>DESCRIPTION</u>	<u>ACCOUNT No.</u>
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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

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

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

**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	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

Certify That The Information Furnished On This Declaration Form Is Correct. I Accept That The State May Act Against Me Should This Declaration Prove To Be False.

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

**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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

DATA SHEET 10: TENDER BRIEFING MEETING CERTIFICATE

As required in terms of this document, I/we attended the compulsory Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract document, and have made myself/ourselves fully conversant with all the circumstances likely to influence this contract.

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 at the Tender Briefing 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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.
TENDER FORM**

The Municipal Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir,

Having examined the Conditions of Tender, Conditions of Contract and Schedule of Quantities for the provision of the above services, I/we offer to construct, complete, and maintain the whole of the said Works in conformity with the Drawings, Conditions of Contract and Schedule of Quantities, save as amended by the modifications set out in Annexure "A" herein, at the fixed rates as set out in the Schedule of Rates.

I / We are registered VAT vendors and the amounts indicated on the Schedule of Rates **EXCLUDES 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 three (3) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, 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

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. 50 OF 2024

FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.

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. 50 OF 2024****FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE, KERBS, CONCRETE CHANNELS, ETC.****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

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

box)

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 type="checkbox"/>	QSE <input 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:

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

**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. 50 OF 2024

**FRAMEWORK AGREEMENT- REPLACE AND REPAIR DAMAGED PAVING, CONCRETE,
KERBS, CONCRETE CHANNELS, ETC.**

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.