

THE MSUNDUZI MUNICIPALITY



**HEAD: SUPPLY CHAIN MANAGEMENT
MRS D. N. GAMBU**

333 Church Street, Private Bag X205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

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

Tenders contained in sealed envelopes and marked with “**CONTRACT No. SCM 31(R) OF 22/23**” and the Contract Description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly known as Commercial Road), Pietermaritzburg, 3201, not later than **12h00 on Tuesday, 18 July 2023**, when they will be opened in public. Only Tenders placed in the Tender Box before the closing time above will be accepted.

THE MSUNDUZI MUNICIPALITY

NOTICE

TENDER BRIEFING MEETING

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

The Msunduzi Municipality hereby invites Service Providers for the compulsory Tender Briefing Meeting to be conducted as follows: -

Thursday, 6 July 2023 at the **Bessie Head Library – Auditorium**, 1st Floor, 260 Church Street, Pietermaritzburg, commencing **promptly at 10h00**.

All **Covid-19** protocols are to be strictly observed.

Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to make certain that the Tender Briefing Certificate is duly signed by the authorised official.

Only one Tender Briefing Meeting will be held. Tenderers arriving at the meeting after the stipulated starting time will be excluded. Further, ***all Tenderers attending the meeting must be in possession of a complete tender document (hard copy) failing which the Tenderer shall be disqualified.***

Tenderers producing only the Tender Briefing Certificate at the meeting will not be considered.

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

An official will Chair the meeting and answer queries raised by prospective Service Providers.

Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

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

MR L. MAPHOLOBA (CITY MANAGER)

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

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13. **TENDERERS PLEASE NOTE:**

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

13.2 The Tender Notice was advertised in The Ilanga newspaper and Msunduzi Municipality and eTender websites on **Thursday, 15 June 2023**. The tender closes at 12h00 on **Tuesday, 18 July 2023** at the City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg, 3201.

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	Have 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?		D	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017" been completed in its entirety and signed?			
9	As an EME , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
10	As a NON-EME , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?			
11	Is a valid ' Copy ' Tax Clearance Certificate and a Tax Clearance Status Verification Pin attached to the tender document?		D	
12	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	

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

Name of Tenderer : _____

Signature : _____

Date : _____

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

CONTRACT No. SCM 31(R) OF 22/23
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Service Providers for the above works for a period of three (3) years. ***Service Providers with a Contractor CIDB grading of 2ME or Higher will be considered.***

Interested tenderers are to submit a **Bidder Registration Form** of which is available on the Msunduzi Municipality's website www.msunduzi.gov.za in the Tenders Folder / Database Forms. The registration will begin from **15 June 2023** and end at the close of business (17H00) on **23 June 2023**. The Bidder Registration Form must be completed and emailed to asogan.pillay@msunduzi.gov.za. Tenderers who fail to register within the above registration period will not be eligible to receive and submit a tender document.

Tenderers that do not receive any confirmation of their Bidder Registration Forms within 48 hours at the end of the above registration period must request such via email to asogan.pillay@msunduzi.gov.za. Tender documents will only be emailed to potential tenderers that have submitted their Bidder Registration Forms timeously. The Tender document will indicate details of the compulsory Tender Briefing Meeting. The Municipality will continue to advertise its Tender Notices on the National Treasury e-Tender Portal and Municipal website.

Tenders must be submitted together in hard copy and on a CD/USB Flash Drive contained in sealed envelopes and marked with **CONTRACT No. SCM 31(R) OF 22/23** and description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, not later than **12h00, on Tuesday, 18 July 2023**, when they will be publicly opened. Only tenders placed in the Tender Box will 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 Criteria: The tender shall be evaluated on a Two Stage Evaluation System, Stage One Functionality and Stage Two 80/20 Preference Point System as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

No.	SECTION 1 WATER PUMPS - STAGE ONE FUNCTIONALITY		Maximum Points
1	Mechanical Engineer / Technician: Water Pump Stations Experience		5
2	Mechanical Artisan: Water Pumps and Motor Service Experience		5
3	Electrician Artisan: Water Pumps and Motors Service Experience		5
4	Company Experience: Water Pump Station Experience		5
Total Functionality Points			20 Points
Threshold to Qualify for Stage Two			80% (16 Points)
SECTION 1 WATER PUMPS - STAGE TWO PREFERENCE POINTS - SPECIFIC GOALS			
No.	Specific Goals	Description	Maximum Points
1	Race	At Least 30% Black	15
2	Youth	At Least 21% Black Youth	5
Total Preference Points			20
Verification Method and Supporting Documents - Registration with Company Intellectual Property Commission (CIPC) / Full Central Supplier Database (CSD) report and Original certified copies of All Members / Directors / Owners Identity documents.			

SECTION 2 SEWER PUMPS - STAGE ONE FUNCTIONALITY		Maximum Points	
1	Mechanical Engineer / Technician: Sewer Pump Stations Experience	5	
2	Mechanical Artisan: Sewer Pumps and Motor service Experience	5	
3	Electrician Artisan: Sewer Pumps and Motors Service Experience	5	
4	Company Experience: Sewer Pump Stations Experience	5	
Total Functionality Points		20 Points	
Threshold to Qualify for Stage Two		80% (16 Points)	
SECTION 2 SEWER PUMPS - STAGE TWO PREFERENCE POINTS - SPECIFIC GOALS			
No.	Specific Goals	Description	Maximum Points
1	Race	At Least 30% Black	15
2	Youth	At Least 21% Black Youth	5
Total Preference Points			20
Verification Method and Supporting Documents - Registration with Company Intellectual Property Commission (CIPC) / Full Central Supplier Database (CSD) report and Original certified copies of All Members / Directors / Owners Identity documents.			

For technical related enquiries, please contact Sithembiso Mncwabe on Tel. No. 033 392 2103 or e-mail sithembiso.mncwabe@msunduzi.gov.za. For procurement enquiries, please contact Asogan Pillay (Supply Chain Management Unit) on Tel. No. 033 392 2856 or e-mail: asogan.pillay@msunduzi.gov.za.

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

Each tenderer will be informed of the tender result. The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MR L. MAPHOLOBA (CITY MANAGER)

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

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

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

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

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

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

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

3. SUBMISSION OF TENDERS

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

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

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

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

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

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

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

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

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

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

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

5. IMPORT PERMITS / PRICES

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

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

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

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

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

Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

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

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

CSD Supplier Number	
Unique Registration Reference Number	

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

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days' written notice in which to comply.

Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

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

CSD Supplier Number	
Unique Registration Reference Number	

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

Tenderers 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.

Tenderers 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 tenderer and the Council shall not be held liable for any loss or damages in this regard.

9. **ALTERATIONS BY TENDERER**

If a Tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specification, Quantities or Drawing, or to qualify the tender in any way whatsoever, such changes, proposals or qualifications 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 changes, proposals or qualifications offered by the Tenderer.

10. **PERIOD FOR DELIVERY**

Unless otherwise specified in these documents, the Tenderer shall state the period within which the complete delivery of all items described in these tender documents and covered by this contract is offered. Such period(s) shall form part of the Conditions of Contract and may be taken into consideration in the adjudication of tenders.

11. **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 principal 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.

12. **ACCEPTANCE OF ANY TENDER**

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

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

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

"The successful Service Provider will be required to enter into a Service Level Agreement with the Msunduzi Municipality before the commencement of any works or services."

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

13. 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.

14. SAMPLES FOR ADJUDICATION

Samples may be required at the tender stage for adjudication purposes. If so, they are to be supplied at the Tenderer's own expense and in accordance with the specifications.

15. DATA SHEETS

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

16. 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.

17. 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 electronic fund transfer on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager / Head: Supply Chain Management. No appeal/objection will be entertained should the aforementioned 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.

18. COMPANIES AND INTELLECTUAL PROPERTY COMMISSION OF SOUTH AFRICA (CIPC)

Service Providers shall be required to submit together with the tender, proof of registration with the above commission for verification purposes.

19. COMBATIVE TENDERING

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

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

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

20. 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.

21. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

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

- 1) Valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
 - The Declaration of Interest Form;
 - a) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - b) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,

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

22. ADJUDICATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two being either the 80/20 or 90/10 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the criteria as outlined in the Tender Document herein.

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF CONTRACT
FOR THE PURCHASE OF EQUIPMENT, PLANT, VEHICLES AND MATERIALS

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 General Manager: Infrastructure Services of the day of the Msunduzi Municipality or the 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 of Contract as set out in Annexure "A": Alterations by Tenderer 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).
- j) "**SARS**" means the South African Revenue Services.

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 Manager: Fire & Rescue Services, 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 of 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.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

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

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

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

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

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

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

STANDARD SPECIFICATION
FOR THE PURCHASE OF EQUIPMENT, PLANT, VEHICLES AND MATERIALS

1. **SCOPE**

This specification covers the general responsibilities applicable to the contract.

2. **DEFINITIONS**

Approved/Approval: Approved/approval by the Engineer.

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

3. **ABBREVIATIONS**

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

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

4. **NO LIMITATION BY DESCRIPTION**

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

5. **APPROVAL**

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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

SPECIFICATIONS

1.0 SCOPE OF CONTRACT

The scope of contract calls for suitably qualified and experienced Service Providers for the above works. Only Service Providers registered with the Construction Industry Development Board (CIDB) with a Contractor Grading of 2ME or higher, shall be eligible to submit tenders.

The Municipality intends appointing a panel of five (5) service providers in order of preference per section i.e. Section 1 Water Pumps and Section 2 Sewer Pumps.

1.1 COMPULSORY TENDER BRIEFING / SITE MEETING

A **compulsory** Tender Briefing Meeting will be held on **Thursday, 6 July 2023** at the **Bessie Head Library – Auditorium**, 1st Floor, 260 Church Street, Pietermaritzburg, commencing **promptly at 10h00**.

1.2 PROJECT CHAMPION

Sithembiso Mncwabe (Tel. No. 033 392 2103 e-mail sithembiso.mncwabe@msunduzi.gov.za).

2.0 SPECIFICATIONS

The objective is to primarily undertake reactive maintenance of Water and Sanitation pump station's associated apparatus or equipment, superstructure and civil works within the boundary of the Pump station; and to provide support to the scheduled maintenance program for pump stations and supply of water and sanitation pumps.

SECTION 1 - LOCATION OF WATER PUMP STATIONS:

I.	UNIT H	II.	MAGABA
III.	WILLOWFONTIEN	IV.	RES F
V.	LOWER GLENLYNN (WHISPERS)	VI.	NEWTOWN LOWER
VII.	NEWTOWN UPPER	VIII.	AZALEA BOOSTER PUMP #1
IX.	AZALEA BOOSTER PUMP #2	X.	COPSEVILLE
XI.	INCWADI		

SECTION 2 - LOCATION OF SEWER PUMP STATIONS:

I.	LYNNFIELD PARK	II.	POINSETTIA
III.	SOBANTU	IV.	WILLOWTON
V.	ASHDOWN	VI.	BELLEVIEW
VII.	CAMPS DRIFT	VIII.	COPEVILLE
IX.	LONGMARKET	X.	LYNROY
XI.	MITCHELL	XII.	MONTGOMERY

3.0 DETAIL SPECIFICATION

Willowton pump station

Make: Flygt – Immersible
Model: NP3102 MT3-461
Power: 3.1 KW
Current: 6.8 A

Sobantu pump station

Make: Flygt – Immersible
Model: E064-SMNI-(180845)
Power (Hidrostal Submersible): 13.5 KW Flygt power: 15 KW
Current: 27 A

Pointsettia pump station

Make: Hidrostal-submersible
Model: AO3/LHN1/206803
Power: 3.6 KW
Current: 7.5 A

Lynroy pump station

Make: Flygt submersible
Model: 3085-181
Power: 2 KW
Current: 4.7 A

Mitchel Road pump station

Make: Flygt submersible
Power: 4.2 KW
Current: 8.1 A

Mointgomery pump station

Make: Flygt submersible
Model: submersible
Power: 2 KW
Current: 4.7 A

Bellevue pump station

Make: Hidrostal submersible
Model: A100L
Power: 11 KW
Current: 22A

Bulwer pump station

Make: Flygt submersible
Model: NP30855H3
Power: 2.4 KW
Current: 4.7 A

Ashdown pump station

Make: Tsurumi submersible
Model: 22-u53
Power: 2.2 KW
Current: 5 A

Camps Drift pump station

Make: Flygt submersible
Model: 3102.181-1310430
Power: 3.1 KW
Current: 6.8 KW

Lynfield Park pump station

Make: Robot submersible
Model
Power: 3.5 KW
Current: 7.7 A

Hollingwood pump station

Make: Robot submersible and immersible
Model: 3301.180-1130025
Power: 55 KW
Current: 103 A

Unit H pump station

Pump: Make: KSB
 Type: WKLn 100/8
 Impeller Diameter: 250 mm
Motor: Make: Alstom Electrical
 Type: LA 6255 – 4AA – AAAA
 Current: 140A
 Voltage: 380V

Magaba pump station

Pump: Make: KSB
 Type: WKLN 68/4
 Impeller Diameter: 192 mm
Motor: Make: WEG
 Type: VDE 0530 IEC 65034
 Power: 55kW
 Current: 102A
 Voltage: 380V

Willowfontein pump station

Pump: Make: KSB
 Type: WKLn 65/4
 Impeller Diameter: 192mm
Motor: Make: WEG
 Power: 45 kW
 Current: 78.6A
 Voltage: 380V

Res F pump station

Pump: Make: KSB
 Type: CTA 80 – 250
 Impeller Diameter: 252 mm

Motor: Make: Alston Electrical Machines SA
 Type: LA62S53 – 2AAMAAAK
 Power: 55 kW
 Current: 102A
 Voltage: 380V

Lower GlenLynn (Whispers) pump station

Pump: Make: KSB
 Type: WKLn 50/3 Na
 Impeller Diameter: 165

Motor: Make: Marathon Series
 Type: MART 160MS-2
 Power: 15kW
 Current: 27.4A
 Voltage: 380V

Newtown Lower P/S

Pump: Make: KSB
 Type: WKLn 50/3
 Impeller Diameter: 165mm

Motor: Make: Siemens
 Type: LA 6166 – 2AA 1 AAAA
 Power: 15kW
 Current: 29A
 Voltage: 380V

Newtown Upper P/S

Pump: Make: KSB
 Type: WKLn 50/4
 Impeller Diameter: 165 mm

Motor: Make: Siemens
 Type: LA 6166 – 2AA 1 AAAA
 Power: 18.5 kW
 Current: 35A
 Voltage: 380V

Prior in ordering any spare and equipment including mechanical and electrical, the successfully supplier must submit three quotations where a municipal official will approve such to ensure it is market related.

The contract is not limited to supply of pumps and motors but to any other fittings; material within pump station in order to make pump station operational.

4.0 CONTRACT PERIOD

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

5.0 PLACE OF DELIVERY AND DELIVERY PERIOD

No. 1 Doull Road Pietermaritzburg Water and Sanitation workshop. The pump must be delivered within two days after the issue of an order. The rate must include the cost of the delivery of pumps or spares.

6.0 ESCALATION

The Contract shall be subjected to escalation in line with CPIX which will be applied on the anniversary of the contract.

7.0 INSURANCES REQUIRED

The appointed Contractor will be required to provide the following insurances in accordance with the proposed Conditions of Contract:

- Performance Guarantee for the amount 10% of the Contract Price.
- Public Liability Insurance to the value of One million rand (R 1 000 000) for any single claim.

8.0 PENALTIES

The contractor must respond within 48 hours of call out. In order to ensure that the Contractor adheres to the timeframes in terms of the contract, penalties to the value of R 2000.00 per day will be levied for late delivery of the supply, installation and maintenance of pumps.

9.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

The spares must have a warranty of 12 months.

10.0 DRAWINGS

Service Provider must supply drawings if they replace control panel.

11.0 INSPECTION OF CONTRACTOR'S PREMESIS

The contractor must have a workshop to repair pumps and keep spares.

12.0 MAINTENANCE GUARANTEE

As per Clause 2.0 SPECIFICATIONS.

13.0 MATERIALS

The pump supply and spares must comply with SANS.

14.0 ANY OTHER IMPORTANT INFORMATION

Each Sanitation pump station has a set of two pumps, in the event of a pump malfunctioning the 'second' pump will be activated. Water pump stations have one pump.

The Municipality reserves the right to verify supporting document submitted by the bidder.

15.0 COMPLIANCE WITH ANY LEGISLATION, REGULATIONS, ETC

The project is limited to supply, installation and maintenance of sewer and water pumps for pump stations and the nature of works as such that no relevant EIA activity will be triggered.

- a) The OHS Act (Act 85 of 1993)
- b) The compensation for occupational injuries and diseases act (act 130 of 1993) (coid act)
- c) The Labour Relations Act (Act 66 of 1995)
- d) The basic conditions of employment act (act 3 of 1983) (bce act)
- e) The income tax act (act 58 of 1962)
- f) The value added tax act (act 89 of 1991)
- g) The Engineering profession act of south Africa (act 114 of 1990)
- h) CIDB regulations
- i) Municipal Procurement Act
- j) Supply Chain Management Regulations
- k) Electricity Act, 1987 (Act No. 41 of 1987)

16.0 COUNCIL'S LIABILITY AND INDEMNITY

16.1 The Service Provider hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

16.2 The Council shall not be held liable to the Service Provider for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of: -

16.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and,

16.2.2 a change in a legislative provision applicable to the contract.

17.0 OCCUPATIONAL HEALTH AND SAFETY ACT

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

18.0 MANDATORY REQUIREMENT

18.1 Only Service Providers registered with the Construction Industry Development Board (CIDB) in a 2ME or higher contractor grading designation.

18.2 Mechanical Artisan and Electrician must have a trade test certificate.

Failure to submit certified copies of the trade test certificate will result on the tender being disqualified.

19.0 EVALUATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System, Stage One Functionality and Stage Two 80/20-point system in accordance 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. (Refer Annexure "C")

Tendering for:	SECTION 1 (WATER PUMPS)	
	SECTION 2 (SEWER PUMPS)	

WATER AND SEWER PUMPS WILL BE EVALUATED SEPARATELY

NOTE:

- Make sure that you tick the section to be tendered for
- Pricing Schedule for the sections tendering for must be filled in full. (BOQ)
- Each section to be evaluated separately.
- For water section maximum of 5 service providers to be appointed in order of preference.
- For sanitation section a maximum of 5 service providers to be appointed in order of preference.
- This is a rate-based contract.

Only Tenderers scoring a minimum of 80% or 16 points and above in terms of their relevant technical experience shall be considered for further evaluation in each section i.e. water pumps and sewer pumps.

19.1 EVALUATION CRITERIA SECTION 1 WATER PUMP STATION - STAGE ONE: FUNCTIONALITY

Mechanical Engineer/Technician: Water Pump Stations Experience <i>(CV to be attached in order to claim points)</i>	Max 5 Points
Maintenance experience above 10 years	5 Points
Maintenance experience 5 to 10 years	4 Points
Maintenance experience 1 to 5 years	3 Points
Mechanical Artisan: Water Pumps and Motor service <i>(CV to be attached in order to claim points)</i>	Max 5 Points
Maintenance experience above 10 years	5 Points
Maintenance experience 5 to 10 years	4 Points
Maintenance experience 1 to 5 years	3 Points
Electrician Artisan: Water Pumps and Motors Service Experience <i>(CV to be attached in order to claim points)</i>	Max 5 Points
Maintenance experience above 10 years	5 Points
Maintenance experience 5 to 10 years	4 Points
Maintenance experience 1 to 5 years	3 Points
Company experience: Water Pump Stations Experience <i>(Proof of completed/works in progress to be included in order to claim points)</i>	Max 5 Points
Company experience with 3 Projects	5 Points
Company experience 2 Projects	4 Points
Company experience 1 Project	3 Points
Maximum Points under Technical Functionality	20 Points
Threshold to Qualify for Stage Two	80% (16 Points)

SECTION 1 WATER PUMP STATION - STAGE TWO PREFERENCE POINTS - SPECIFIC GOALS

No.	Specific Goals	Description	Maximum Points
1	Race	At Least 30% Black	15
2	Youth	At Least 21% Black Youth	5
Total Preference Points			20
Verification Method and Supporting Documents - Registration with Company Intellectual Property Commission (CIPC) / Full Central Supplier Database (CSD) report and Original certified copies of All Members / Directors / Owners Identity documents.			

19.2 EVALUATION CRITERIA SECTION 2 SEWER PUMP STATION - STAGE ONE: FUNCTIONALITY

Mechanical Engineer/Technician: Sewer Pump Stations Experience (CV to be attached in order to claim points)	Max 5 Points
Maintenance experience above 10 years	5 Points
Maintenance experience 5 to 10 years	4 Points
Maintenance experience 1 to 5 years	3 Points
Mechanical Artisan: Sewer Pumps and Motor service (CV to be attached in order to claim points)	Max 5 Points
Maintenance experience above 10 years	5 Points
Maintenance experience 5 to 10 years	4 Points
Maintenance experience 1 to 5 years	3 Points
Electrician Artisan: Sewer Pumps and Motors Service Experience (CV to be attached in order to claim points)	Max 5 Points
Maintenance experience above 10 years	5 Points
Maintenance experience 5 to 10 years	4 Points
Maintenance experience 1 to 5 years	3 Points
Company experience: Sewer Pump Stations Experience (Proof of completed/works in progress to be included in order to claim points)	Max 5 Points
Company experience with 3 Projects	5 Points
Company experience 2 Projects	4 Points
Company experience 1 Project	3 Points
Maximum Points under Technical Functionality	20 Points
Threshold to Qualify for Stage Two	80% (16 Points)

SECTION 2 SEWER PUMP STATION - STAGE TWO PREFERENCE POINTS - SPECIFIC GOALS

No.	Specific Goals	Description	Maximum Points
1	Race	At Least 30% Black	15
2	Youth	At Least 21% Black Youth	5
Total Preference Points			20
Verification Method and Supporting Documents - Registration with Company Intellectual Property Commission (CIPC) / Full Central Supplier Database (CSD) report and Original certified copies of All Members / Directors / Owners Identity documents.			

Failure to submit documents i.e. CV; trade test certificate will not be awarded points.
In case of a JV the completion certificate from main contractor must also be submitted.

The **“Price and Preference”** evaluation method will be applied only to qualifying tenders in terms of Functionality, as follows: -

19.3 STAGE TWO - PRICE: 80 POINTS AND SPECIFIC GOALS: 20 POINT

The Preference Points will be allocated as follows:

Total Price	80
Preference Points Specific Goals	20
Total Points	100

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

PRICING SCHEDULES

SECTION 1 - WATER PUMP STATION

SECTION 1: REACTIVE MAINTENANCE

ITEM	DESCRIPTION	UNIT	RATE ONLY (EXCL. VAT)
<u>1.0 LABOUR ON REPAIRS</u>			
1.1	TECHNICIAN	PER HOUR	RATE ONLY
1.2	MILLWRIGHT	PER HOUR	RATE ONLY
1.3	ARTISAN	PER HOUR	RATE ONLY
1.4	UNSKILLED LABOUR	PER HOUR	RATE ONLY
<u>2.0 WATER PUMP STATIONS REACTIVE MAINTENANCE</u>			
APPLICABLE FOR ALL PUMP STATIONS WITHIN THE MSUNDUZI JURISDICTION			
2.1	SERVICING / REPAIRS OF WATER PUMP STATION	PER HOUR	RATE ONLY
SUB TOTAL (1)			

PURCHASE OF ANY ELECTRICAL OR MECHANICAL EQUIPMENT INCLUDING PUMPS AND SPARES

PERCENTAGE MARK-UP ON ITEMS PURCHASED	10%
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TRAVELLING RATE	RATE PER KILOMETER	RATE ONLY
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Service provider to note that the point of departure to site and back for all travelling disbursements purposes (i.e. point of departure and return) will be assumed to be from Msunduzi Municipality, City Hall (Chief Albert Luthuli Street, Pietermaritzburg).

NB: The furthest pump station is Ncwadi Pump Station which is 85 kilometers from Pietermaritzburg City Hall within Msunduzi Municipality boundary and forms part of the scope of works.

WATER PUMP STATION BOQ

SECTION 2: PUMP STATION SCHEDULED MAINTENANCE

ITEM	DESCRIPTION	UNIT	QTY	RATE ONLY (EX. VAT)	
4.1	Pumps,	Check for leaking packing, excessive heat, vibration or noise. Operate it in manual mode and perform other checks.	Weekly	1	Rate Only
4.2	Motor	Take motor voltage and ampere readings while units are running.	Weekly	1	Rate Only
4.3	Alarms	Check operation of all the alarms (security and malfunctions).	Weekly	1	Rate Only
4.4	Circuit boards	Check seal failure light. Ensure that all breakers are on.	Weekly	1	Rate Only
4.5	Electrical switches	Test any 'push to test' lights.	Weekly	1	Rate Only
4.6	Heating	Inspect to check working for cold weather.	Weekly	1	Rate Only
4.7	Recording devices	Hour meter on each motor will give an accurate record of how often each motor is cycling; and hence, the amount of water being pumped through the system. The pumps should be alternated.	Weekly	1	Rate Only
4.8	Recording devices	Flow meter on each pump will give an accurate record of how much flow is being processed through the system.	Weekly	1	Rate Only
4.9	Ventilation system	Exhaust fans (warm weather) should be inspected.	Weekly	1	Rate Only
4.10	Valves	Check for leaky valves. Inspection of the check valves should be performed, to ensure proper working order float valves or level dex valves.	Weekly/ biannually	1	Rate Only
4.11	General housekeeping - interior	Clean floor	Twice weekly	1	Rate Only
4.12	General housekeeping - outside	Keep free of weeds, debris, trim bushes, etc.	Twice weekly	1	Rate Only
4.13	Fire extinguisher	Check that it is charged and accessible.	Monthly	1	Rate Only

4.14	Lighting	Check that all bulbs and switches are working.	Monthly	1	Rate Only
4.15	Noise levels	Potential of loose connections on services and malfunctioning of system components.	Monthly	1	Rate Only
4.16	Plinths	Check to see that these are not cracked.	Monthly	1	Rate Only
4.17	Wet well	Inspect alignment of discharge piping.	Monthly	1	Rate Only
4.18	Bearing	Increased noise or heat on bearings.	Monthly	1	Rate Only
4.19	Belt	Slackness and signs of slip (hardened and cracked).	Monthly	1	Rate Only
4.20	Compressor	Check compressor and pressure-relief valve. Check air delivery rate, on/off settings, oil level, belts and guards.	Monthly	1	Rate Only
4.21	Fittings	Check for leaks or deterioration and record on O&M record.	Monthly	1	Rate Only
4.22	Pipe work and	Check for leaks or deterioration and record on O&M record.	Monthly	1	Rate Only
4.23	Seals/glands	Leakage during pumping	Monthly	1	Rate Only
4.24	Recording devices	Amp and vibration readings on each motor. If the readings do not meet the manufacturer's specifications, indications are that debris is lodged in the propeller within the motor, or that water has entered the motor housing or the wiring.	Monthly	1	Rate Only
4.25	Wiring conditions	Visually inspect control panel wiring for obvious signs of electrical problems, such as burnt wiring, wire off terminal, and burn spots on cabinet.	Monthly	1	Rate Only
4.26	Fencing	Check condition of fencing.	Quarterly	1	Rate Only
4.27	Base plates	Check all hold-down bolts for tightness and also check alignment.	Quarterly	1	Rate Only
4.28	Couplings	Check for alignment and signs of leaks and vibrations	Quarterly	1	Rate Only

4.29	Impeller	Inspection of the impeller should be performed when motor hours are not within 10% of each other. The inspections would assure that the impeller is free of debris.	Quarterly /Reactive	1	Rate Only
4.30	Building	Check building for structural integrity, vandalism.	Annually	1	Rate Only
4.31	Roof structure	Check roof for structural integrity and ensure that it is waterproof.	Annually	1	Rate Only
4.32	Signage	Ensure that all safety signage is visible.	Annually	1	Rate Only
4.33	Vents and louvers	Should be opened and cleaned	Annually	1	Rate Only
4.33	Seals/glands	Replace seals and repack glands.	Annually	1	Rate Only
4.34	Electrical equipment	Test and inspect electrical equipment as per OHASA.	Annually	1	Rate Only
4.35	Motor condition assessment	The condition of the motors should be checked with preventative maintenance carried out if required.	Every 3 years	1	Rate Only
4.36	Pump efficiency test	The pumps should be checked to verify their efficiency.	Every 3 years	1	Rate Only
SUB TOTAL (2)					R
SUMMARY					
SUB TOTAL (1)					
SUB TOTAL (2)					
TOTAL PRICE (EXCLUDING VAT)					
ADD VAT @ 15%					
TOTAL PRICE (INCLUDING VAT) - CARRY TO TENDER FORM					

SIGNED ON BEHALF OF THE TENDERER:

Name of Tenderer

Name of Signatory:

Capacity of Signatory:

Signature Date

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

PRICING SCHEDULES

SECTION 2 SEWER PUMP STATION

SECTION 1: REACTIVE MAINTENANCE

ITEM	DESCRIPTION	UNIT	RATE ONLY (EXCL. VAT)
<u>1.0 LABOUR ON REPAIRS</u>			
1.1	TECHNICIAN	PER HOUR	RATE ONLY
1.2	MILLWRIGHT	PER HOUR	RATE ONLY
1.3	ARTISAN	PER HOUR	RATE ONLY
1.4	UNSKILLED LABOUR	PER HOUR	RATE ONLY
<u>2.0 SEWER PUMP STATIONS REACTIVE MAINTENANCE</u>			
APPLICABLE FOR ALL PUMP STATIONS WITHIN THE MSUNDUZI JURISDICTION			
2.1	SERVICING / REPAIRS OF SEWER PUMP STATION	PER HOUR	RATE ONLY
SUB TOTAL (1)			

PURCHASE OF ANY ELECTRICAL OR MECHANICAL EQUIPMENT INCLUDING PUMPS AND SPARES

PERCENTAGE MARK-UP ON ITEMS PURCHASED	10%
---------------------------------------	-----

TRAVELLING RATE	RATE PER KILOMETER	RATE ONLY
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Service provider to note that the point of departure to site and back for all travelling disbursements purposes (i.e. point of departure and return) will be assumed to be from Msunduzi Municipality, City Hall (Chief Albert Luthuli Street, Pietermaritzburg).

SEWER PUMP STATION BOQ

SECTION 2: PUMP STATION SCHEDULED MAINTENANCE

ITEM	DESCRIPTION		UNIT	QTY	RATE ONLY (EXCL. VAT)
4.1	Dry Well Pumps, Immersible Pumps and Submersible Pumps	Check for leaking packing, excessive heat, vibration or noise. Operate it in manual mode and perform other checks.	Weekly	1	Rate Only
4.2	Motor	Take motor voltage and amperereadings while units are running.	Weekly	1	Rate Only
4.3	Power generator	Inspect and test generator. Check fluid levels (fuel, oil and water), batteries and charger. Inspect hoses and belts and piping for leaks. Check that the generator is warm. Check the generator control panel for generator fault lights.	Weekly	1	Rate Only
4.4	Alarms	Check operation of all the alarms (security and malfunctions).	Weekly	1	Rate Only
4.5	Circuit boards	Check seal failure light. Ensure that all breakers are on.	Weekly	1	Rate Only
4.6	Electrical switches	Test any 'push to test' lights.	Weekly	1	Rate Only
4.7	Heating	Inspect to check working for cold weather.	Weekly	1	Rate Only
4.8	Recording devices	Hour meter on each motor will give an accurate record of how often each motor is cycling; and hence, the amount of water being pumped through the system. The pumps should be alternated.	Weekly	1	Rate Only
4.9	Recording devices	Flow meter on each pump will give an accurate record of how much flow is being processed through the system.	Weekly	1	Rate Only
4.10	Ventilation system	Exhaust fans (warm weather) should be inspected.	Weekly	1	Rate Only
4.11	Valves	Check for leaky valves. Inspection of the check valves should be performed, to ensure proper working order and to prevent backflow from the force main to the wet well. Exercise all gate, butterfly valves and non-return valves.	Weekly/ biannually	1	Rate Only
4.12	General housekeeping - interior	Clean floor, equipment, etc. – do not leave rags, paper, cans, and parts lying on floor or stairway. Wipe down station as needed. Store spare parts, etc., on shelving or in cabinets.	Twice weekly	1	Rate Only

4.13	General housekeeping - outside	Keep free of weeds, debris, trim bushes, etc.	Twice weekly	1	Rate Only
4.14	Dry well	Check cover over rotating parts.	Monthly	1	Rate Only
4.15	Fire extinguisher	Check that it is charged and accessible.	Monthly	1	Rate Only
4.16	Lighting	Check that all bulbs and switches are working.	Monthly	1	Rate Only
4.17	Noise levels	Potential of loose connections on services and malfunctioning of system components.	Monthly	1	Rate Only
4.18	Plinths	Check to see that these are not cracked.	Monthly	1	Rate Only
4.19	Wet well	Check wet well for turbulence, unusual noise and obvious visual problems in the wet well (grease and debris). Check floats by tilting and holding the high-level float upside down for 30 s. Pump out and clean the well to prevent solids and grease build-up. Build-up of solids can create odours and damage to the pump. Inspect interior coating (cracks, blisters, loose material, exposed concrete, etc.). Inspect exterior coating. Inspect concrete penetrations (discharge piping, conduits, etc.). Check and verify opening of hatch to accommodate pump extraction.	Monthly	1	Rate Only
4.20	Wet well	Inspect alignment of discharge piping.	Monthly	1	Rate Only
4.21	Bearing	Increased noise or heat on bearings.	Monthly	1	Rate Only
4.22	Belt	Slackness and signs of slip (hardened and cracked).	Monthly	1	Rate Only
4.23	Compressor	Check compressor and pressure-relief valve. Check air delivery rate, on/off settings, oil level, belts and guards.	Monthly	1	Rate Only
4.24	Fittings	Check for leaks or deterioration and record on O&M record.	Monthly	1	Rate Only

4.25	Pipe work and	Check for leaks or deterioration and record on O&M record.	Monthly	1	Rate Only
4.26	Seals/glands	Leakage during pumping	Monthly	1	Rate Only
4.27	Recording devices	Amp and vibration readings on each motor. If the readings do not meet the manufacturer's specifications, indications are that debris is lodged in the propeller within the motor, or that water has entered the motor housing or the wiring.	Monthly	1	Rate Only
4.28	Wiring conditions	Visually inspect control panel wiring for obvious signs of electrical problems, such as burnt wiring, wire off terminal, and burn spots on cabinet.	Monthly	1	Rate Only
4.29	Fencing	Check condition of fencing.	Quarterly	1	Rate Only
4.30	Immersible Pumps	Cooling jacket fluid and overall condition	Quarterly	1	Rate Only
4.31	Base plates	Check all hold-down bolts for tightness and also check alignment.	Quarterly	1	Rate Only
4.32	Couplings	Check for alignment and signs of leaks and vibrations	Quarterly	1	Rate Only
4.33	Wet-well float switches	Cleaning and inspections of floats to assure proper performance. The build-up of grease prevents floats from working properly.	Quarterly	1	Rate Only
4.34	Impeller	Inspection of the impeller should be performed when motor hours are not within 10% of each other. The inspections would assure that the impeller is free of debris.	Quarterly /Reactive	1	Rate Only
4.35	Building	Check building for structural integrity, vandalism.	Annually	1	Rate Only
4.36	Drainage	Ensure that drainage system is clean and will function as intended.	Annually	1	Rate Only
4.37	Dry well	Check for any signs of leakage.	Annually	1	Rate Only
4.38	Dry well	Check that cabling is secure. Sound founding of pumps. Check alignment of pump and motors.	Annually	1	Rate Only
4.39	Hoist and mechanism	Test the hoist motors and railing as per OHASA.	Annually	1	Rate Only

4.40	Roof structure	Check roof for structural integrity and ensure that it is waterproof.	Annually	1	Rate Only
4.41	Signage	Ensure that all safety signage is visible.	Annually	1	Rate Only
4.42	Vents and louvers	Should be opened and cleaned	Annually	1	Rate Only
4.43	Seals/glands	Replace seals and repack glands.	Annually	1	Rate Only
4.44	Electrical equipment	Test and inspect electrical equipment as per OHASA.	Annually	1	Rate Only
4.45	Motor condition assessment	The condition of the motors should be checked with preventative maintenance carried out if required.	Every 3 years	1	Rate Only
4.46	Pump efficiency test	The pumps should be checked to verify their efficiency.	Every 3 years	1	Rate Only
4.47	Desilting of Sump	The size of tanker indeed to be used must be stated with the rate.	Reactive	1	Rate Only
SUB TOTAL (2)					R
SUMMARY					
SUB TOTAL (1)					
SUB TOTAL (2)					
TOTAL PRICE (EXCLUDING VAT)					
ADD VAT @ 15%					
TOTAL PRICE (INCLUDING VAT) - CARRY TO TENDER FORM					

SIGNED ON BEHALF OF THE TENDERER:

Name of Tenderer

Name of Signatory:

Capacity of Signatory:

Signature Date

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SCM 31(R) OF 22/23	CLOSING DATE:	18 JULY 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

BID RESPONSE DOCUMENTS MAY 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	SITHEMBISO MNCWABE
CONTACT PERSON	ASOGAN PILLAY	TELEPHONE NUMBER	033 – 392 2103
TELEPHONE NUMBER	033 – 392 2856	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	086 774 7100	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	asogan.pillay@msunduzi.gov.za	sithembiso.mncwabe@msunduzi.gov.za	

PART B

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 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.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature: Date.....

(2) Full Name:

Signature: Date.....

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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

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

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

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

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

Physical Address.....

.....

.....

Signature Date

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

DATA SHEET 6: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee shareholder²):

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

"Shareholder" means a person who owns shares in the company and is actively involved in the management

of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars

.....

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

3.13.1 If yes, furnish particulars

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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

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

* Delete if not applicable

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

***YES / NO**

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

.....
.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

.....
.....

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

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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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.

NAME OF SERVICE PROVIDER : _____

ADDRESS : _____

NAME OF SIGNATORY : _____

SIGNATURE : _____

TENDER BRIEFING MEETING CERTIFICATE

This certifies that _____ (Name)

Representing _____ (Firm)

Attended the Tender Briefing Meeting for this contract on _____ (Date)

SIGNED: _____

for Engineer

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TENDER FORM

The City Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir,

Having examined the Conditions of Contract, Specifications, Tender and Legislation of the above contract, I/we offer to remunerate the Municipality in conformity with the Conditions of Contract, Specifications, Tender and Legislation, save as amended by any modifications as set out in Annexure "A", for the rates as indicated in the Pricing Schedule herein **CARRIED FROM SUMMARY**.

SECTION 1 WATER PUMPS - TOTAL TENDERED RATE (INCL. VAT)	R
SECTION 2 SEWER PUMPS - TOTAL TENDERED RATE (INCL. VAT)	R

I/We agree to undertake the works within the time-frames as stated in this contract document.
I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

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 registered VAT vendors and my/our VAT vendor registration number is:

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

(Enter Nil if no affiliations)

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

(Enter Nil if no affiliations)

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

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

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

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

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

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

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

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

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

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

Physical Address.....

.....

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

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ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

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

THE MSUNDUZI MUNICIPALITY

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

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

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APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

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 tenderer, 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 tenderer 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:

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

Where: -

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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:

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

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 and must be supported by proof / documentation 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 box)

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

5.1.1 If yes, indicate:

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

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

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

(Tick applicable box)

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

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

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

CONTRACT No. SCM 31(R) OF 22/23

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND
MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS**

TAX CLEARANCE CERTIFICATE

Please attach hereto a 'Copy' of a
Valid Tax Clearance Certificate
And Tax Compliance Status Verification Pin issued by SARS
as required in terms of Regulation 16 of the Preferential
Procurement Regulations, 2001.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND
MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS**

CIPC REGISTRATION CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND
MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS**

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31(R) OF 22/23

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, INSTALLATION AND MAINTENANCE TO MSUNDUZI WATER AND SANITATION PUMP STATIONS

SUBMISSION OF TENDER

**A completed Tender document together with a scanned copy either on a Compact Disc (CD)
OR
USB-Flash Drive ‘must’ be submitted in its entirety.**

PLEASE ATTACH HERETO

‘SEALED ENVELOPE’

COMPACT DISC OR USB – FLASH DRIVE

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.

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CIDB REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the Construction Industry Development Board (CIDB) and the relevant grading