

# THE MSUNDUZI MUNICIPALITY



**HEAD: SUPPLY CHAIN MANAGEMENT**  
**Mrs D.N. Gambu**

333 Church Street, Private Bag X205, Pietermaritzburg, 3200  
Tel: 033-392 2597

## **CONTRACT NO.SCM10 OF 2022/2023**

### **PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR** **UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN** **MSUNDUZI MUNICIPALITY**

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

**Tenders must be submitted both in hard copy and on a USB/ flash Drive contained** in a sealed envelopes and marked with **"CONTRACT NO. SCM 10 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 (Commercial Road), Pietermaritzburg, 3201, not later than **12h00 on Thursday, 18<sup>th</sup> August 2022** when they will be opened in public. ***Only tenders placed in the tender box will be accepted and considered.***

## 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	Tenderer to Tick (√)	For Official Use Only	
1	Has the Tender Document been completed in <b>INK</b> and all corrections counter-signed? <b>(No correction fluid used)</b>		<b>D</b>	
2	Has all tendered rates been priced in <b>INK</b> and corrections counter-signed? <b>(No correction fluid used)</b>		<b>D</b>	
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?		<b>D</b>	
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?	<b>N/A</b>	<b>D</b>	
6	Has <b>ALL</b> the "Data Sheet" Forms been completed, stamped and signed <b>(where applicable)</b> by a Commissioner of Oaths?		<b>D</b>	
7	Has the "Tender Form" been completed and signed?		<b>D</b>	
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 <b>EME</b> , 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 <b>NON-EME</b> , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?			
11	Is a valid Original Tax Clearance Certificate or Tax Compliance Status Verification Pin attached to the Tender Document?		<b>D</b>	
12	Has the CSD Supplier Number and Unique Registration Reference Number submitted with the Tender Document?		<b>D</b>	

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THE MSUNDUZI MUNICIPALITY**

**TENDER NOTICE**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

**CONTENTS**

1.	TENDER NOTICE.....	04
2.	STANDARD CONDITIONS OF TENDER.....	06
3.	STANDARD CONDITIONS OF CONTRACT.....	13
4.	LEGISLATION.....	19
5.	SPECIFICATION.....	22
6.	PRICE SCHEDULE.....	38
6.	<b><u>DATA SHEETS 1 – 9</u></b>	
6.1	INVITATION TO BID DOCUMENT.....	39
6.2	AUTHORITY TO SIGN DOCUMENT.....	42
6.3	STATEMENT OF PREVIOUS EXPERIENCE.....	43
6.4	SCHEDULE OF RESOURCES.....	44
6.5	DECLARATION OF MUNICIPAL FEES.....	45
6.6	DECLARATION OF INTEREST.....	46
6.7	BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	49
6.8	CERTIFICATE OF INDEPENDENT BID DETERMINATION .....	51
6.9	DECLARATION FOR PROCUREMENT OVER R10 MILLION .....	54
7.	<b><u>TENDER FORM AND ANNEXURES</u></b>	
7.1	TENDER FORM.....	56
7.2	ANNEXURE "A" – ALTERATIONS BY TENDERER .....	58
7.3	ANNEXURE "B" – OCCUPATIONAL HEALTH AND SAFETY ACT.....	60
7.4	ANNEXURE "C" – PREFERENTIAL PROCUREMENT POLICY .....	61
7.5	ANNEXURE "D" – TAX CLEARANCE CERTIFICATE .....	67
7.6	ANNEXURE "E" – B-BBEE VERIFICATION CERTIFICATE .....	68
7.7	ANNEXURE "F" – CIPC REGISTRATION CERTIFICATE .....	70
7.8	ANNEXURE "G" – CSD REGISTRATION REPORT .....	71
8.	<b><u>TENDERERS PLEASE NOTE:</u></b>	
8.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have the same rectified. No liability whatsoever will be incurred in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
8.2	The Tender Notice appeared in The Ilanga newspaper and on Council's website on Monday, 18 <sup>th</sup> July 2022.	

**THE MSUNDUZI MUNICIPALITY**

**TENDER NOTICE**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Service Providers for ad-hoc professional Engineering Services for upgrading and construction of roads and storm water.

Tender documents will be available to tenderers from **14h30 on Tuesday, 19<sup>th</sup> July 2022**.

The Municipality will continue to advertise its Tender Notices in the National Treasury e-Tender Portal and Municipal website.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5<sup>th</sup> Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, at a non-refundable tender deposit fee of **R1 120.37 (including VAT)** for each document drawn. Only cash, bank guaranteed cheques or EFT payments will be accepted. A copy of the Tender Deposit Receipt must be attached to the tender document (if purchased at the Municipality).

For any technical related enquiries, please contact **Mr. T Mchunu/ Mrs L Mngenela** (Roads and Transportation) on Telephone No. 033 – 392 2098/2152 or e-mail address: Thokozani [mchunu@msunduzi.gov.za](mailto:mchunu@msunduzi.gov.za) / Lindelwa.mngenela@msundzui.gov.z

For any procurement related enquiries, please contact **Mrs Mellissa Nero** (Supply Chain Management Unit) on direct Telephone No. 033 – 392 3018 or e-mail address: [mellissa.nero@msunduzi.gov.za](mailto:mellissa.nero@msunduzi.gov.za).

Tenders must be submitted both in hard copy and on a CD/USB Flash Drive contained in sealed envelopes and marked with “**Specialised Contract No.SCM10 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 (Commercial Road), Pietermaritzburg, not later than **12h00, on Thursday, 18<sup>th</sup> August 2022**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

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

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

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

**Table 1: Road and Storm-water Section**

**Table 2 Structural Engineering Section**

**Table 5 Project Management Section**

**Table 7: Road Asset Management Plan Section**

STAGE 1: FUNCTIONALITY		
1	No number of similar projects completed	Maximum Points = 20
2	No of years in existence in design projects	Maximum Points = 10
3	Project Leader	Maximum Points = 35
4	Labour Intensive Construction Certificate	Points Earned = 15
5	Permanent qualified technical staff.	Points Earned = 20
TOTAL NUMBER OF POINTS		100 Points

Only tenderers who score a minimum of **eighty percent (80%) or eighty (80) points** and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals

**Table 3: Traffic Engineering Section**

**Table 4: Transportation Engineering Section**

**Table 6: EPWP Section**

STAGE 1: FUNCTIONALITY		
1	No number of similar projects completed	Maximum Points = 20
2	No of years in existence in design projects	Maximum Points = 10
3	Project Leader	Maximum Points = 35
4	Permanent qualified technical staff.	Maximum Points = 20
TOTAL NUMBER OF POINTS		85 Points

Only tenderers who score a minimum of **eighty percent (80%) or sixty-eight (68) points** and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals

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

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

**MRS. N NGCOBO (ACTING CITY MANAGER)**

**THE MSUNDUZI MUNICIPALITY**  
**STANDARD CONDITIONS OF TENDER**

**1. DOCUMENTS**

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

**2. 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 priced tender documents will be considered. Tenders submitted by telegram, 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. 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 addressed endorsed with the appropriate contract number, must reach the City Hall, Pietermaritzburg not later than the 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 tendering. Tenders shall remain open for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period within which period a tender may be permitted to withdraw a tender subject to an application with good and sufficient reasons being submitted in writing to the approval and 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 his/her 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.

**3. 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 tender or the awarding of a contract, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract, nor 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 date of closing of tenders and the date of notification of the

successful Tenderer; provided always that the Head: Supply Chain Management may 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 may result in the disqualification of the tender.

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 or tampering with any tender, quotation, contract or bid after their submission.

#### **4. IMPORT PERMITS**

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

#### **5. PRICES**

Subject to paragraph 9 of the Standard Conditions of Contract, prices shall be based on payment being made within thirty (30) days of receipted delivery and quoted net in South African currency and shall include for all costs whatsoever including materials, plant, labour, patent rights, royalties, freight, insurance, customs, railage and delivery to the place or places nominated in the tender documents, unless the Tenderer states otherwise on Annexure "A" hereto attached.

#### **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 business, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and 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](http://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](mailto: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 July 2016.

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

CSD Supplier Number	
Unique Registration Reference Number	

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

## **7. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

Tenderers shall be required to submit together with the tender document a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit an original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation 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) days written notice in which to comply.

Should the Tenderer fail to comply with the above 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 contract. 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. 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, such changes and or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

**9. 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.

**10. INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers, 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 or particulars contained in the Tender Form and those contained in any covering letter from the Tenderer, the prices or particulars contained in the Tender Form shall prevail.

**11. 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 for items, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

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

No formal agreement will be signed. A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer and the tender, together with the letter, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the letter covering 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.

**12. 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.

The Tenderers domicilium citandi et executandi shall be held to be whatever street address 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 such address shall be within the Republic of South Africa.

**13. 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 expense and in accordance with the specifications.

**14. DATA SHEETS**

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

**15. MUNICIPAL FEES**

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

**16. 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 City Manager (Acting).

In the event of the above case, the following procedure shall apply:-

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

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

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

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

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

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

<b>Contract No.</b>	
---------------------	--

**18. COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative 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 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.

**19. 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.

**20. COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)**

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

## **21. SUB-CONTRACTING THE WORK**

Should the goods or services required under this contract be subjected to the Tenderer sub-contracting the work, the Tenderer shall be required **(for adjudication purposes)** to submit together with the tender a letter of undertaking from the Sub-Contractor indicating the Sub-Contractor's willingness to supply the Tenderer the goods or services required for the full duration of the contract period. Failure to comply with this condition may prejudice the tender.

Further to the above, it must be noted that the Council shall not be held liable for any payments whatsoever to the Sub-Contractor and such arrangements shall rest between the Tenderer and the Sub-Contractor.

## **22. JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

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

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

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

## **23. CESSION AGREEMENTS**

Cession Agreements can be considered by the Municipality in the event of empowering SMME's.

## **24. ADJUDICATION CRITERIA**

The tender shall be evaluated on the 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

**THE MSUNDUZI MUNICIPALITY**  
**STANDARD CONDITIONS OF CONTRACT**

**1. DEFINITIONS AND INTERPRETATIONS**

The following definitions shall apply:-

**"Council"** means the Msunduzi Municipality.

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

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

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

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

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

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

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

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

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

**"SARS"** means the South African Revenue Services.

## **2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS**

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

## **3. SAMPLES FOR QUALITY CONTROL**

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

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

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

## **4. REMOVAL OF IMPROPER MATERIALS**

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

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

## **5. QUANTITY**

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

## **6. DELIVERY**

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

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

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

## **7. PENALTY FOR LATE DELIVERY**

Upon any delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased and the tendered price.

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

## **8. TERMINATION OF THE CONTRACT**

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

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

## **9. TERMS OF PAYMENT**

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

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

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

## **10. PRICE ADJUSTMENT/ESCALATION**

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

$$E = V \times (I_e - 1)$$

Where:

E	=	the amount of adjustment
V	=	tendered price/value
I <sub>e</sub>	=	index applicable at the invoice date, and

Io = the base index

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

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

- (b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.
- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **January 2019** regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is: \_\_\_\_\_

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

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

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

## 11. **GOVERNMENT CONTROLLED PRICES**

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

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



**12. FORWARD COVER**

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

**13. INSURANCE AND RAILAGE RATES ETC**

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

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

**14. ASSIGNMENT AND SUBLETTING**

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

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

**15. SECRECY OF INFORMATION**

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

**16. LAW TO APPLY**

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

**17. PATENT RIGHTS**

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

**18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE**

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

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

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

## **THE MSUNDUZI MUNICIPALITY**

### **LEGISLATION**

#### **1.0 GENERAL**

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

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

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

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

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

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

- 2.2.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2.2.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 2.2.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.2.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.2.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

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

- a) the address of the premises on which such work will be carried out,
- b) the nature of such work,
- c) the date on which it is expected that such work will be commenced, and
- d) the date on which it is expected that such work will be completed;  
all in terms of Clause 15c of the GAR

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

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

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

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

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

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

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

### **6.0 THE INCOME TAX ACT (ACT 58 of 1962)**

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

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

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

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

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

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

8.2 The 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.

**9.0 NON-COMPLIANCE**

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

9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council 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**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR UPGRADING  
AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN MSUNDUZI MUNICIPALITY**

**1.0 SCOPE OF WORK**

**1.1. General**

The Infrastructure Services wishes to engage Engineering Professionals into a panel of Engineers on “as and when” required basis in accordance with The Engineering Council South African– Guideline for Services and Processes for Estimating Fees for Persons Registered in Terms of Engineering Professions Act 2000, (Act No. 46 of 2000) for the typical services stages as listed under 4.2 below.

The standard Engineering Services will be commissioned per project according to stages below on which the relevant Financial Breakdown is based: -

Stage 1: Concept  
Stage 2: Concept and Viability (Preliminary Design)  
Stage 3: Design Development (Detailed Design)  
Stage 4: Procurement and Documentation  
Stage 5: Contract Administration and Inspection  
Stage 6: Close Out

**1.2. Detailed Specifications**

**1.2.1 Road and Storm-water design**

This section involves overall planning, design and project supervision of road and storm-water infrastructure projects.

- Arranging stakeholders meeting with all Stakeholders
- Obtain technical approvals required
- Compilation of Design and Construction hand over documentation.
- Addressing all design related queries during construction.
- Procurement of contractor.

**1.2.2 Structural Engineering**

This section involves overall planning, design and project supervision of bridges, storm-water culvert and other roads related structure. The work will also involve liaising with other service providers and relevant departments in obtaining approvals in terms of WULA, EIA and other authorisation required

### 1.2.3 Project Management services

Project management services will involve application of processes, methods, skills, knowledge and experience to achieve specific project objectives according to the project.

- Planning, procurement and execution of a project within a defined scope, defined start and a defined finish.
- Co-ordination and ensuring that the project is completed on time within budget and with quality.
- Appointment of contractors for the implementation. This will be done according to the rules and regulations of Msunduzi Municipality SCM process.
- Ensuring that the roads are constructed in accordance with Msunduzi Municipality standards and specifications.
- Ensuring that the roads are constructed in accordance with the design.
- Ensuring that the quality of workmanship is acceptable.

### 1.2.4 Transportation Engineering

This will involve the application of science and technology to the safe, efficient and sustainable movement of people and goods. It encompasses research, policy development, planning, design, implementation, operation and management of all modes of travel.

### 1.2.5 Traffic Engineering

Traffic Engineering, beyond the design and construction of transportation infrastructures, traffic engineering focuses on the functional aspects of road geometry that make it all flow, including traffic signs, traffic signals, intersection management and road surface markings.

### 1.2.6 EPWP Services

The **Expanded Public Works Programme** is one of government's key programmes aimed at providing poverty and income relief through temporary work for the unemployed.

Services provided will be required to make a systematic effort to target the unskilled and unemployed people by formulating plans to utilize available budgets for the project to draw significant numbers of the unemployed into productive work. This must be done in such a way that workers gain skills while they work. The service provide will involve.

- Increasing the labour intensity of government-funded infrastructure projects.
- Creating work opportunities through the Non-Profit Organisation programme and Community Work Programme.
- Creating work opportunities in public environment and culture programmes.

### **1.2.7 Road Asset Management System / Plan**

The RAMS is a **planning tool or process** of assessing roads conditions that has a database, which stores and presents road data information, planning short and long-term road maintenance. The system is also used to create budgets and maximizes economic returns of the investments made for the road network.

## **2.0 CONTRACT PERIOD**

The contract period for Professional Engineering Services shall be for three (3) years commencing from the date of engagement on an “as and when” required basis

## **3.0 PLACE OF DELIVERY AND DELIVERY PERIOD**

The consultancy services specified in section 1.2 of this report will be rendered in all areas within the jurisdiction of Msunduzi Municipality

## **4.0 SITE MEETINGS**

Due to Covid-19 restrictions there will be no compulsory tender briefing.

A post award meeting will be held with all successful tenderers. The Council reserves the right to appoint more than one tenderer. The required panel will be formed by highest scoring tenderers, in terms of the stipulated preference point system for each area of specialization

## **5.0 INSURANCES**

The successful Service Providers will be appointed without insurances in place, but they shall be required to produce proof of the insurance before they may be issued work: -

### **5.1 Professional Indemnity Insurance**

Value: Contract Value plus 10%

Period: Duration of the contract

### **5.2 Public Liability Insurance**

Value: R1,000,000.00 per any single claim

Period: Duration of the contract

## **6.0 RETENTION AND SURETIES**

Retention and Sureties will be specified depending on the project requirements.



## **7.0 PENALTIES**

- Penalties shall be levied at 0.1% of the contract value per working day for any late completion of the works.
- Such monies shall be deducted from any monies due to the Supplier, or which shall become due to the Supplier. No reduction in the penalty shall be entertained for partial supply of services ordered.
- The contract shall not be deemed to be complete until such time that the service is delivered in its entirety and to the satisfaction of the Road and Transportation Unit.
- The successful tenderer will be required to maintain the status of information submitted as per the points claimed in Stage One for the duration of the period of contract, i.e. maintain staff as per the tender document. Failure to do so will result in the following penalties being applied. The following penalties shall be applied until the suitable replacement is approved by the Client's representatives: -
  - ✓ Five percent (5%) of the contract price per day for removal of the Professional Engineer or Professional Technologist without notifying the Client's representative of the suitable replacement.
  - ✓ 3.5% of the contract price per day for removal of the Resident Engineer / Project Manager or any other staff without notifying the Client's representative of the suitable replacement.

## **8.0 LEGISLATIVE AND POLICY PROVISIONS**

All works to be undertaken under the Contract shall be compliant in accordance and/or governed by:-

- The ECSA (Act No. 46 of 2000)
- The Income Tax Act. (Act 58 of 1962)
- The Value added Tax Act (Act 89 of 1991)
- Supply Chain Management Regulations
- CIDB Regulations
- The OHS Act (Act 85 of 1993)
- The Labour Relations Act (Act 3 of 1993)
- The Compensation for occupational injuries and disease Act (Act 130 of 1993)

## **9.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD**

Not applicable.

## **10.0 DRAWINGS**

Not applicable

## **11.0 INSPECTION OF SERVICE PROVIDER'S PREMISES & PRESENTATION**

Council reserves the right to inspect tenderers' premises and equipment at any given time before award and during the contract period.

## 12.0 PRESENTATION

Not applicable.

## 13.0 ESCALATION

The Gazetted fee tariffs are applicable.

## 14.0 MAINTENANCE PERIOD

Not applicable

## 15.0 MATERIALS

Not applicable.

## 16.0 COST OF THE WORKS

The ECSA current tariff of fees is to be applied. The estimated cost of the works will be based on a percentage and hourly basis per project or agreed scope of works.

## 17.0 EVALUATION CRITERIA

### 17.1 Pre-Qualification Requirement

The Project Leader must be registered as a Professional Civil Engineer/ Technologist with the Engineering Council of South Africa (ECSA). Project leader must submit a **CERTIFIED** copy of the ECSA Registration Certificate with the tender proposal. ***Failure to do so will result in the tender being disqualified and will not be considered for further evaluation.***

For EPWP area of specialization, project leader must submit certified copy of LIC certificate (Level 7 only). ***Failure to do so will result in the tender being disqualified and will not be considered for further evaluation. Other areas of specialisation will be allocated point as functionality.***

Only the functionality test under Stage One: Functionality will be used to select suitably qualified tenderers to be considered for stage two.

## 17.2 STAGE ONE: FUNCTIONALITY

### IMPORTANT INFORMATION FOR TENDERERS TO NOTE

- For the allocation of points, tenderers **MUST** clearly mark the page references or provide some sort of reference in the Functionality Table to assist in evaluation.
- Tenderers **MUST** also submit proof or supporting documents in order to claim points. Failure to do so will result in no points being awarded, e.g. Qualification Certificates for the Project Leader and Technical Staff.
- Certified copies of the required certificates **MUST** be submitted, not copies of the certified copy. Failure to do so will also result in no points being awarded. **NB: All copies must be certified by commission of oaths i.e Police or Magistrate.**
- For the number of Similar Projects **completed**, tenderers are required to submit a separate sheet for the list of Projects completed, with completion dates and references per discipline selected. Completion certificates or Appointment Letters signed by previous employer must be attached to support claim of such work. Failure to do so will result in no points being awarded.
- For Project Leader, tenderers **MUST** submit certified copies of qualification and ECSA Certified Registration Certificate as an Electrical Engineer/Technologist. CV with detailed work experience should also be submitted. Failure to do so will result in no points allocated.
- For Technical Staff, tenderers are required to submit a structure of the Company and proof that the Technical Staff are employed by the Company i.e. credible documents such as a payroll or affidavit confirming that the Technical Staff are employed by the Company. Failure to do so will result in no points being awarded.
- It should be noted that Technical Staff according to Government Gazette no. 37102, refers to the staff performing work directly related to the execution of services the consulting engineer is engaged for by the client and excludes all administrative, clerical and secretarial staff used to support professional and technical staff. Such technical staff could be the Engineer, Engineering Technician, Project Manager, Quantity Surveyor, Draughtsman, Electrician, Clerk of Works etc.
- For Proof of Address, tenderers are required to submit their Municipal account statement, utility bill, lease agreement or letter from their Ward Councilor indicating company name. Failure to submit proof will result council allocating points based on the address appearing on company registration document; only if it is properly referenced under functionality criteria.
- Tenderers must familiarize themselves with relevant circulars, acts and government acts affecting the engineering profession and consultancy services
- All the information submitted by the tenderers will be randomly verified.
- Bidders are required to select area of specialization from table 1 above and each area of specialization will be evaluated separately.
- Evaluation will be based on the following functionality tables.

**Table 2: Road and Storm-water Section**

STAGE 1: FUNCTIONALITY				Reference page
<b>1a</b>	<b>No number of similar projects completed (Roads and Storm water)</b>		<b>Points Earned = 20</b>	
	<b>Number of projects</b>  <i>(A separate sheet to be submitted with the list of projects completed with appointment letters and contact details for confirmation)</i>	6 projects and above  3 to 5 projects  1 to 2 projects  0 projects	20 points  10 points  5 points  0 points	
<b>6</b>	<b>No of years in existence in design projects</b>		<b>Points Earned = 10</b>	
	<b>Number of years</b>  <i>(Company profile and CK to be submitted failure to do will result in no points allocated)</i>	6 years and above  3 to 5 years  1 to 2 years  Less than 1 year	10 points  5 points  3 points  0 points	
<b>7</b>	<b>Project Leader (ECSA Certified Registration Certificate as Professional Civil Engineer / Professional Technologist to be submitted). Failure to do so will result in a disqualification.</b>		<b>Points Earned = 35 (A+B)</b>	
	<b>(a) Experience</b>  <i>(CV to be submitted, failure to do so will result in no point allocated)</i>	6 years and above  3 to 5 years  1 to 2 years  Less than 1 year	20 points  10 points  5 points  0 points	
	<b>(b) Technical Qualifications</b>  <i>(Certified copies to be submitted)</i>  <i>(Anything below national cert or not Engineering related will be allocated 0 points)</i>	Masters or Higher  BSc or B-Tech  Diploma  National Certificate	15 points  10 points  5 points  3 points	
<b>8</b>	<b>Labour Intensive Construction Certificate for Project Leader (EPWP compulsory for EPWP only)</b>		<b>Points Earned = 15</b>	
	<i>(Certified copies to be submitted - Points will be allocated to one person with max points even if both submitted, )</i>	NQF level 7  NQF level 5  Less than level 5 or no submission	15 points  10 points  0 points	
<b>9</b>	<b>Permanent qualified technical staff. Proof of employment or affidavit to be submitted</b>		<b>Points Earned = 20</b>	

	<b>Technical Staff</b>	6 staff or more	20 points	
	<i>(CV's with certified qualification certificates to be submitted) (Diploma as the minimum required qualification)</i>	4 to 5 staff	10 points	
		2 to 3 staff	5 points	
		Less than 2	0 points	
<b>TOTAL NUMBER OF POINTS</b>			<b>100 Points</b>	

Only tenderers who score a minimum of eighty percent (80%) or eighty (80) points and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals

**Table 3: Structural Engineering Section**

STAGE 1: FUNCTIONALITY				Reference page
<b>1b</b>	<b>No number of similar projects completed (Structural Engineering)</b>		<b>Points Earned = 20</b>	
	<b>Number of projects</b> <i>(A separate sheet to be submitted with the list of projects completed with appointment letters and contact details for confirmation)</i>	6 projects and above 3 to 5 projects 1 to 2 projects 0 projects	20 points 10 points 5 points 0 points	
<b>2</b>	<b>No of years in existence in design projects</b>		<b>Points Earned = 10</b>	
	<b>Number of years</b> <i>(Company profile and CK to be submitted failure to do will result in no points allocated)</i>	6 years and above 3 to 5 years 1 to 2 years Less than 1 year	10 points 5 points 3 points 0 points	
<b>3</b>	<b>Project Leader (ECSA Certified Registration Certificate as Professional Civil Engineer / Professional Technologist to be submitted). Failure to do so will result in a disqualification.</b>		<b>Points Earned = 35 (A+B)</b>	
	<b>(a) Experience</b> <i>(CV to be submitted, failure to do so will result in no point allocated)</i>	6 years and above 3 to 5 years 1 to 2 years Less than 1 year	20 points 10 points 5 points 0 points	

	<b>(b) Technical Qualifications</b>  <i>(Certified copies to be submitted)</i>  <i>(Anything below national cert or not Engineering related will be allocated 0 points)</i>	Masters or Higher  BSc or B-Tech  Diploma  National Certificate	15 points  10 points  5 points  3 points	
<b>4</b>	<b>Labour Intensive Construction Certificate for Project Leader (EPWP compulsory for EPWP only)</b>		<b>Points Earned = 15</b>	
	<i>(Certified copies to be submitted - Points will be allocated to one person with max points even if both submitted, )</i>	NQF level 7  NQF level 5  Less than level 5 or no submission	15 points  10 points  0 points	
<b>5</b>	<b>Permanent qualified technical staff. Proof of employment or affidavit to be submitted</b>		<b>Points Earned = 20</b>	
	<b>Technical Staff</b>  <i>(CV's with certified qualification certificates to be submitted)</i> <i>(Diploma as the minimum required qualification)</i>	6 staff or more  4 to 5 staff  2 to 3 staff  Less than 2	20 points  10 points  5 points  0 points	
<b>TOTAL NUMBER OF POINTS</b>			<b>100 Points</b>	

Only tenderers who score a minimum of eighty percent (80%) or eighty (80) points and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals

**Table 4: Traffic Engineering Section**

<b>STAGE 1: FUNCTIONALITY</b>				<b>Reference page</b>
<b>1c</b>	<b>No number of similar projects completed (Traffic Engineering)</b>		<b>Points Earned = 20</b>	
	<b>Number of projects</b>  <i>(A separate sheet to be submitted with the list of projects completed with appointment letters and contact details for confirmation)</i>	6 projects and above  3 to 5 projects  1 to 2 projects  0 projects	20 points  10 points  5 points  0 points	
<b>2</b>	<b>No of years in existence in design projects</b>		<b>Points Earned = 10</b>	

	<b>Number of years</b>  <i>(Company profile and CK to be submitted failure to do will result in no points allocated)</i>	6 years and above  3 to 5 years  1 to 2 years  Less than 1 year	10 points  5 points  3 points  0 points	
<b>3</b>	<b>Project Leader (ECSA Certified Registration Certificate as Professional Civil Engineer / Professional Technologist to be submitted). Failure to do so will result in a disqualification.</b>		<b>Points Earned = 35 (A+B)</b>	
	<b>(a) Experience</b>  <i>(CV to be submitted, failure to do so will result in no point allocated)</i>	6 years and above  3 to 5 years  1 to 2 years  Less than 1 year	20 points  10 points  5 points  0 points	
	<b>(b) Technical Qualifications</b>  <i>(Certified copies to be submitted)</i>  <i>(Anything below national cert or not Engineering related will be allocated 0 points)</i>	Masters or Higher  BSc or B-Tech  Diploma  National Certificate	15 points  10 points  5 points  3 points	
<b>4</b>	<b>Permanent qualified technical staff. Proof of employment or affidavit to be submitted</b>		<b>Points Earned = 20</b>	
	<b>Technical Staff</b>  <i>(CV's with certified qualification certificates to be submitted)</i> <i>(Diploma as the minimum required qualification)</i>	6 staff or more  4 to 5 staff  2 to 3 staff  Less than 2	20 points  10 points  5 points  0 points	
<b>TOTAL NUMBER OF POINTS</b>			<b>85 Points</b>	

Only tenderers who score a minimum of eighty percent (80%) or sixty-eight (68) points and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals

**Table 5: Transportation Engineering Section**

STAGE 1: FUNCTIONALITY				Reference page
<b>1d</b>	<b>No number of similar projects completed (Transportation Engineering)</b>		<b>Points Earned = 20</b>	
	<b>Number of projects</b> <i>(A separate sheet to be submitted with the list of projects completed with appointment letters and contact details for confirmation)</i>	6 projects and above 3 to 5 projects 1 to 2 projects 0 projects	20 points 10 points 5 points 0 points	
<b>2</b>	<b>No of years in existence in design projects</b>		<b>Points Earned = 10</b>	
	<b>Number of years</b> <i>(Company profile and CK to be submitted failure to do will result in no points allocated)</i>	6 years and above 3 to 5 years 1 to 2 years Less than 1 year	10 points 5 points 3 points 0 points	
<b>3</b>	<b>Project Leader (ECSA Certified Registration Certificate as Professional Civil Engineer / Professional Technologist to be submitted). Failure to do so will result in a disqualification.</b>		<b>Points Earned = 35 (A+B)</b>	
	<b>(a) Experience</b> <i>(CV to be submitted, failure to do so will result in no point allocated)</i>	6 years and above 3 to 5 years 1 to 2 years Less than 1 year	20 points 10 points 5 points 0 points	
	<b>(b) Technical Qualifications</b> <i>(Certified copies to be submitted)</i> <i>(Anything below national cert or not Engineering related will be allocated 0 points)</i>	Masters or Higher BSc or B-Tech Diploma National Certificate	15 points 10 points 5 points 3 points	
<b>4</b>	<b>Permanent qualified technical staff. Proof of employment or affidavit to be submitted</b>		<b>Points Earned = 20</b>	
	<b>Technical Staff</b> <i>(CV's with certified qualification certificates to be submitted)</i> <i>(Diploma as the minimum required qualification)</i>	6 staff or more 4 to 5 staff 2 to 3 staff Less than 2	20 points 10 points 5 points 0 points	
<b>TOTAL NUMBER OF POINTS</b>			<b>85 Points</b>	



Only tenderers who score a minimum of eighty percent (80%) or sixty-eight (68) points and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals.

**Table 6: Project Management Section**

STAGE 1: FUNCTIONALITY				Reference page
<b>1e</b>	<b>No number of similar projects completed (Project Management)</b>		<b>Points Earned = 20</b>	
	<b>Number of projects</b> <i>(A separate sheet to be submitted with the list of projects completed with appointment letters and contact details for confirmation)</i>	6 projects and above 3 to 5 projects 1 to 2 projects 0 projects	20 points 10 points 5 points 0 points	
<b>2</b>	<b>No of years in existence in design projects</b>		<b>Points Earned = 10</b>	
	<b>Number of years</b> <i>(Company profile and CK to be submitted failure to do will result in no points allocated)</i>	6 years and above 3 to 5 years 1 to 2 years Less than 1 year	10 points 5 points 3 points 0 points	
<b>3</b>	<b>Project Leader (ECSA Certified Registration Certificate as Professional Civil Engineer / Professional Technologist to be submitted). Failure to do so will result in a disqualification.</b>		<b>Points Earned = 35 (A+B)</b>	
	<b>(c) Experience</b> <i>(CV to be submitted, failure to do so will result in no point allocated)</i>	6 years and above 3 to 5 years 1 to 2 years Less than 1 year	20 points 10 points 5 points 0 points	
	<b>(d) Technical Qualifications</b> <i>(Certified copies to be submitted)</i> <i>(Anything below national cert or not Engineering related will be allocated 0 points)</i>	Masters or Higher BSc or B-Tech Diploma National Certificate	15 points 10 points 5 points 3 points	
<b>4</b>	<b>Labour Intensive Construction Certificate for Project Leader (EPWP compulsory for EPWP only)</b>		<b>Points Earned = 15</b>	
	<i>(Certified copies to be submitted - Points will be allocated to one person with max points even if both submitted, )</i>	NQF level 7 NQF level 5 Less than level 5 or no submission	15 points 10 points 0 points	

5	Permanent qualified technical staff. Proof of employment or affidavit to be submitted		Points Earned = 20	
	Technical Staff	6 staff or more	20 points	
	(CV's with certified qualification certificates to be submitted) (Diploma as the minimum required qualification)	4 to 5 staff	10 points	
		2 to 3 staff	5 points	
		Less than 2	0 points	
TOTAL NUMBER OF POINTS			100 Points	

Only tenderers who score a minimum of eighty percent (80%) or eighty (80) points and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals

**Table 7: EPWP Section**

<b>STAGE 1: FUNCTIONALITY</b>				<b>Reference page</b>
<b>1f</b>	<b>No number of similar projects completed (EPWP)</b>		<b>Points Earned = 20</b>	
	<b>Number of projects</b>	6 projects and above	20 points	
	<i>(A separate sheet to be submitted with the list of projects completed with appointment letters and contact details for confirmation)</i>	3 to 5 projects	10 points	
		1 to 2 projects	5 points	
		0 projects	0 points	
<b>2</b>	<b>No of years in existence in design projects</b>		<b>Points Earned = 10</b>	
	<b>Number of years</b>	6 years and above	10 points	
	<i>(Company profile and CK to be submitted failure to do will result in no points allocated)</i>	3 to 5 years	5 points	
		1 to 2 years	3 points	
		Less than 1 year	0 points	
<b>3</b>	<b>Project Leader (ECSA Certified Registration Certificate as Professional Civil Engineer / Professional Technologist to be submitted). Failure to do so will result in a disqualification.</b>		<b>Points Earned = 35 (A+B)</b>	
	<b>(a) Experience</b>	6 years and above	20 points	
	<i>(CV to be submitted, failure to do so will result in no point allocated)</i>	3 to 5 years	10 points	
		1 to 2 years	5 points	
		Less than 1 year	0 points	

	<b>(b) Technical Qualifications</b>  <i>(Certified copies to be submitted)</i>  <i>(Anything below national cert or not Engineering related will be allocated 0 points)</i>	Masters or Higher  BSc or B-Tech  Diploma  National Certificate	15 points  10 points  5 points  3 points	
<b>4</b>	<b>Permanent qualified technical staff. Proof of employment or affidavit to be submitted</b>		<b>Points Earned = 20</b>	
	<b>Technical Staff</b>  <i>(CV's with certified qualification certificates to be submitted)</i> <i>(Diploma as the minimum required qualification)</i>	6 staff or more  4 to 5 staff  2 to 3 staff  Less than 2	20 points  10 points  5 points  0 points	
<b>TOTAL NUMBER OF POINTS</b>			<b>85 Points</b>	

Only tenderers who score a minimum of eighty percent (80%) or sixty-eight (68) points and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals.

**Table 8: Road Asset Management Plan Section**

<b>STAGE 1: FUNCTIONALITY</b>				<b>Reference page</b>
<b>1g</b>	<b>No number of similar projects completed (Road Asset Management Plan)</b>		<b>Points Earned = 20</b>	
	<b>Number of projects</b>  <i>(A separate sheet to be submitted with the list of projects completed with appointment letters and contact details for confirmation)</i>	6 projects and above  3 to 5 projects  1 to 2 projects  0 projects	20 points  10 points  5 points  0 points	
<b>2</b>	<b>No of years in existence in design projects</b>		<b>Points Earned = 10</b>	
	<b>Number of years</b>  <i>(Company profile and CK to be submitted failure to do will result in no points allocated)</i>	6 years and above  3 to 5 years  1 to 2 years  Less than 1 year	10 points  5 points  3 points  0 points	
<b>3</b>	<b>Project Leader (ECSA Certified Registration Certificate as Professional Civil Engineer / Professional Technologist to be submitted). Failure to do so will result in a disqualification.</b>		<b>Points Earned = 35 (A+B)</b>	

	<b>(a) Experience</b>  <i>(CV to be submitted, failure to do so will result in no point allocated)</i>	6 years and above  3 to 5 years  1 to 2 years  Less than 1 year	20 points  10 points  5 points  0 points	
	<b>(b) Technical Qualifications</b>  <i>(Certified copies to be submitted)</i>  <i>(Anything below national cert or not Engineering related will be allocated 0 points)</i>	Masters or Higher  BSc or B-Tech  Diploma  National Certificate	15 points  10 points  5 points  3 points	
<b>4</b>	<b>Labour Intensive Construction Certificate for Project Leader (EPWP compulsory for EPWP only)</b>		<b>Points Earned = 15</b>	
	<i>(Certified copies to be submitted - Points will be allocated to one person with max points even if both submitted, )</i>	NQF level 7  NQF level 5  Less than level 5 or no submission	15 points  10 points  0 points	
<b>5</b>	<b>Permanent qualified technical staff. Proof of employment or affidavit to be submitted</b>		<b>Points Earned = 20</b>	
	<b>Technical Staff</b>  <i>(CV's with certified qualification certificates to be submitted)</i> <i>(Diploma as the minimum required qualification)</i>	6 staff or more  4 to 5 staff  2 to 3 staff  Less than 2	20 points  10 points  5 points  0 points	
<b>TOTAL NUMBER OF POINTS</b>			<b>100 Points</b>	

Only tenderers who score a minimum of eighty percent (80%) or eighty (80) points and above of the total Functionality Points in Stage One will be considered for selection to the panel of professionals

## **18.0 ORDER OF PREFERENCE**

- 18.1 The intention is to have a panel of Engineering Professionals to be engaged on an “as and when” required basis on issues that require their type of expertise on a rotational basis from date of engagement for the period of three (3) years.
- 18.2 Each area of specialization will have a maximum of ten (10) services providers.
- 18.3 In essence of capacity building, Consultants will be required to take-on a seconded Municipal official or a candidate student for the skills training development. This is aimed at bridging the skills gap and to promote expertise transfer for profession development.

- 18.4 The consultants will be expected to arrange and manage accredited training with certification for municipal employees e.g. technicians/technologists etc. The consultants will be paid 10% of the training invoice

## **19.0 ASSIGNMENT AND SUBLETTING**

If feasible, appointed service provider must be willing to sub-contract as guided by Regulation 9 of the Preferential Procurement Regulations, 2017 (Preferential Procurement Policy Framework Act No. 5 of 2000).

## **20.0 CONTACT PERSONS**

For any **technical related enquiries**, please contact:

Thandazile Mkhize

Telephone No: 033 392 2098

E-mail Address: [Thokozani.mchunu@msunduzi.gov.za](mailto:Thokozani.mchunu@msunduzi.gov.za)

Lindelwa Mngenela

Telephone No: 033 392 2152

E-mail Address: [lindelewa.mngenela@msunduzi.gov.za](mailto:lindelewa.mngenela@msunduzi.gov.za)

For any **procurement related enquiries**, please contact:

Mellissa Nero

Supply Chain Management Unit

Telephone No: 033 – 392 3018

E-mail Address: [mellissa.nero@msunduzi.gov.za](mailto:mellissa.nero@msunduzi.gov.za)

**\*SUBMISSION OF TENDER DOCUMENTS TO BE AN ORIGINAL BID DOCUMENT WITH ALL ATTACHMENTS AND A COPY OF YOUR BID DOCUMENT, WITH ALL ATTACHMENTS ON AN USB/FLASH DRIVE. FAILURE TO DO SO WILL DISQUALIFY YOU.**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN**

**MSUNDUZI MUNICIPALITY**

**PRICE SCHEDULE**

The ECSA current tariff of fees is to be applied.

**Table 1: PRICE SCHEDULE**

No.	The bidder is required to tick below the area of specialisation to be considered. Failure to do so will result in no evaluation and subsequently disqualified.
	The terms and conditions of engagement is "Order of Preference" on a rotational basis and it applies to the Guideline of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000 (Act 46 of 2000)

1	Total Discount Percentage on Council Gazetted Fees offered per relevant specialisation area	Please Tick Service Offered
1.1	Structural Engineering	
1.2	Roads & Storm water	
1.3	Traffic Engineering	
1.4	Transportation Engineering	
1.5	Project Management	
1.6	Expanded Public Works Programme (EPWP)	
1.7	Road Asset Management Plan	

**Terms & Conditions**

Council reserves the right to apply "Order of Preference" in order to achieve local economic empowerment & development goals. Fostering of Professional Teams/Consortiums and similar joint engagements will be applied irrespective

**SIGNED ON BEHALF OF THE SERVICE PROVIDER:**

Name of Service Provider .....

Name of Signatory: .....

Capacity of Signatory: .....

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

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN**

**MSUNDUZI MUNICIPALITY**

**DATA SHEET 1: INVITATION TO BID DOCUMENT**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY</b>					
BID NUMBER:	SCM10 OF 2022 /2023	CLOSING DATE:	18 <sup>th</sup> August 2022	CLOSING TIME:	12H00
PROVISION OF AD-HOCK PROFESSIONAL ENGINEERING SERVICES FOR UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN MSUNDUZI MUNICIPALITY					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX

AT:

FOYER, GROUND FLOOR					
CITY HALL					
169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD)					
PIETERMARITZBURG					
3201					
<b>SUPPLIER INFORMATION</b>					
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			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM UNIT	CONTACT PERSON	Mr. T Mchunu Mrs. L Mngenela
CONTACT PERSON	Mrs. MM NERO	TELEPHONE NUMBER	033 – 392 2098 033 - 392 2152
TELEPHONE NUMBER	033 – 392 3018	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N.A	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	Mellissa.nero@msunduzi.gov.za	<a href="mailto:thokozni.mchunu@msunduzi.gov.za">thokozni.mchunu@msunduzi.gov.za</a> <a href="mailto:Lindelwa.mngenela@msunduzi.gov.za">Lindelwa.mngenela@msunduzi.gov.za</a>	



## PART B

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>

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

SIGNATURE OF TENDERER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

**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.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

**DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE**

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

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

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

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

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

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

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR**  
**UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN**  
**MSUNDUZI MUNICIPALITY**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN**

**MSUNDUZI MUNICIPALITY**

**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:-

**Description**

**Account No.**

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.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

**DATA SHEET 6: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>)

.....

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. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

I, the undersigned (Name) .....  
 .....

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

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



**THE MSUNDUZI MUNICIPALITY**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

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

### **CERTIFICATION**

I, the undersigned (Name) .....

.....

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

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

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

**DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

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

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

\* 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**  
**CONTRACT NO.SCM10 OF 2022/2023**  
**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR**  
**UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN**  
**MSUNDUZI MUNICIPALITY**  
**TENDER FORM**

The City Manager  
City Hall  
PIETERMARITZBURG  
3201

Dear Madam,

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

R \_\_\_\_\_

In Words \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

I/We are affiliated to \_\_\_\_\_  
(Enter Nil if no affiliations)

My/Our VAT vendor registration number is \_\_\_\_\_

I/We bank at the \_\_\_\_\_

Branch of \_\_\_\_\_



Where I/we have a \_\_\_\_\_ account.

Tender Deposit Receipt No. \_\_\_\_\_  
(Include a copy of the Tender Deposit Receipt only if purchased at the Municipality)

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 commencing from the closing date of the tender 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 reserves the right to accept the whole or any part of a tender received.

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 good and sufficient grounds are brought to her attention in writing within five (5) working days from the date hereof, decline to consider my/our offer.

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

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of.....

Physical Address.....

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

**THE MSUNDUZI MUNICIPALITY****ALTERATIONS BY TENDERER**

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

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

<b>PAGE</b>	<b>SECTION OR ITEM</b>	<b>PROPOSED DEPARTURE/MODIFICATION</b>

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

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT NO.SCM10 OF 2022/2023**

**PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY**

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

**SECTION 37(1)**

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

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

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

**SECTION 37(2)**

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

### ACCEPTANCE BY MANDATORY

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

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

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

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(on behalf of PRINCIPAL CONTRACTOR)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(CLIENT- Msunduzi Municipality)

Print Name: \_\_\_\_\_  
(Name of CLIENT Representative)

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where:-

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

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

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

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?  
(Tick applicable box)

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

Designated Group: An EME or QSE which is at 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		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....  
.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 **TYPE OF COMPANY/ FIRM**



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

***[TICK APPLICABLE BOX]***

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

***[TICK APPLICABLE BOX]***

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

**WITNESSES:**

- 1. ....
- 2. ....

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

**DATE:** .....

**ADDRESS:** .....

.....

THE MSUNDUZI MUNICIPALITY

CONTRACT NO.SCM10 OF 2022/2023

PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY

TAX CLEARANCE CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

CONTRACT NO.SCM10 OF 2022/2023

PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

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

## **SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

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

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

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

Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Commissioner of Oaths Signature & Stamp**

THE MSUNDUZI MUNICIPALITY

CONTRACT NO.SCM10 OF 2022/2023

PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY

CIPC REGISTRATION CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

CONTRACT NO.SCM10 OF 2022/2023

PROVISION OF AD-HOC PROFESSIONAL ENGINEERING SERVICES FOR  
UPGRADING AND CONSTRUCTION OF ROADS AND STORM WATER WITHIN  
MSUNDUZI MUNICIPALITY

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

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