



**DEPARTMENT**

Water Operations

**DIRECTORATE**

Water and Sanitation

**DIVISION**

Water Construction

**PROCUREMENT DOCUMENT**

**GOODS / SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

**Tender No: 36333 - 5W**

**Title: PROVISION OF ARTISAN STOVEPIPE WELDERS/BOILERMAKERS, 400-AMP WELDING MACHINE AND WELDING EQUIPMENT FOR ETHEKWINI WATER SERVICES (36 MONTHS CONTRACTS)**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** There will be no clarification meeting. Bidders are requested to submit email related queries related to the bid. All email queries are to be submitted by 2026-07-09 email questions and answers will be consolidated and posted on tenders/Municipal website for the benefit of all tenderers by 2026-07-16.

**Queries can be addressed to:**

**General / Contractual:** [Tulani Silwane; Tel: 031-311-8994; eMail: Tulani.Silwane@durban.gov.za](#)

**Technical:** [Vigen Naidoo; Tel: 031 311 8956; eMail: vigen.naidoo@durban.gov.za;](#)  
[Prithesh Singh; Tel: 0313118923; eMail: Prithesh.Singh@durban.gov.za](#)

**DELIVERY OF TENDERS**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department): Tenderers are to also make an electronic submission via the eThekweni Municipality JDE System (ESP Module)

ESP Queries: Contact: Lindo Dlamini: Tel: 031-322-7133 / 031-322 7153  
Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Closing Date: Friday, 24 July 2026**

**Time: 11:00am**

**FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

ETHEKWINI MUNICIPALITY

Deputy Director: [Water Construction](#)

Issued: [June 2026](#)

Document Version: 01/12/2025

**NAME OF TENDERER:** .....

**Tender Price: R** .....

**VAT Registered: YES / NO**  
(circle applicable)

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## **SECTION 1: GENERAL INFORMATION**

**YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY**

TENDER No.: 36333 - 5W

DESCRIPTION: **PROVISION OF ARTISAN STOVEPIPE WELDERS/BOILERMAKERS, 400-AMP WELDING MACHINE AND WELDING EQUIPMENT FOR ETHEKWINI WATER SERVICES (36 MONTHS CONTRACTS)**

CLOSING DATE / TIME: Friday, 24 July 2026 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website ( <https://www.etenders.gov.za/> ), or
- the eThekwini Municipality's website ( <https://www.durban.gov.za/pages/business/procurement> ).

Electronically downloaded documentation should be printed by the tenderer.

- Bidders must submit a "hard copy" submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via eThekwini Supplier Portal (ESP). Notwithstanding the electronic submission, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be deemed to be the ruling version. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged

Tenderers are required to be registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website:

<https://ethekwivendor.durban.gov.za/> and on **ESP:supplier.selfservice@durban.gov.za**

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or supplier. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

**NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**  
**(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer: .....

Postal Address: .....

Street Address: .....

E-Mail Address: .....

Telephone Number:


-


-


Cell phone Number:

Facsimile Number:

**Circle Applicable**Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number: .....

PR .....

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number: .....

MAAA .....

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number: .....

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

**Are you the accredited representative** in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: .....

Date: .....

Name / Surname: ..... (in block capitals)

Capacity under which  
this tender is signed:

.....

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**SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)**

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**SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

## STANDARD CONDITIONS OF TENDER (Goods / Services)

### 1. DEFINITIONS

#### General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
  - “Closing time”
  - “Contract”
  - “Contract Price”
  - “Corrupt practice”
  - “Countervailing duties”
  - “Country of origin”
  - “Day”
  - “Delivery”
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  - “Delivery into consignees store or to his site”
  - “Dumping”
  - “Force majeure”
  - “Fraudulent practice”
  - “GCC”
  - “Goods”
  - “Imported content”
  - “Local content”
  - “Manufacture”
  - “Order”
  - “Project site”
  - “Purchaser”
  - “Republic”
  - “SCC”
  - “Services”
  - “Supplier”
  - “Tort”
  - “Turnkey”
  - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
  - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
  - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
  - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

### 2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekweni Code of Conduct**.

#### Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to 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 their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

### 3. TENDER INFORMATION

#### (1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

#### (2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

#### (3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the **SCT**.

#### (4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the **SCT**. Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. Tenders will only be evaluated from those tendering entities appearing on the attendance list.

**(5) Closing Date and Delivery of Tender Submissions**

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

**(6) Tender Validity and Withdrawal of Tenders**

*Tenders* must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

**4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.  
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

**(5) Municipal Bidding Documents (which includes):**

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.  
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
  - (i) Who is in the service of the state;
  - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
  - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.  
Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.  
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form 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.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
  - State the name of the person(s);
  - State recognised trading name; and
  - State whether an owner, co-owner, proprietor, etc.

**(b) Signing of Official Tender Form**

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

**(c) Authority of Signatory**

*Bidders* are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

**(d) Differences or Discrepancies**

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

*Bidders* are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

*Bidders* may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

*Bidders* who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

*Bidders* would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) **Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) **Unit Prices**

*Bidders* shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the ***Conditions of Contract***.

(3) **Firm Tenders**

*Bidders* may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) **Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT***.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

**12. RATES OF EXCHANGE**

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
  - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

**13. IMPORT PERMITS**

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

**14. EVALUATION PROCESS**

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

**Details of additional evaluation criteria, if applicable, are stated in the *SCT*.**

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points ( $T_{EV}$ ) in accordance with the following formula:  
 $T_{EV} = N_{FO} + N_P$  where:  $N_{FO}$  : is the number of evaluation points awarded for the financial offer; and  $N_P$  : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

**(1) Evaluation points awarded for the financial offer:**

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

**INCOME-GENERATING CONTRACTS**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

**GOODS and SERVICES**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P<sub>max</sub>** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P<sub>min</sub>** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P<sub>t</sub>** is the comparative offer of the *tender* offer under consideration.

**(2) Evaluation points awarded for preference:**

The **Specific Goals** for Preference Points are specified in the *SCT*.

**15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS****(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

**(2) Communication, Councillors and Officials**

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

**16. NEGOTIATIONS WITH PREFERRED BIDDERS**

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
  - Does not allow any preferred *Tenderer* a second or unfair opportunity;
  - Is not to the detriment of any other *Tenderer* ; and
  - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

**17. CANCELLATION OF TENDER PROCESS**

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

**18. ACCEPTANCE OF BID**

- (1) The *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* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
  - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
  - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
  - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

**19. PAYMENT and FACTORING**

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

**20. APPEALS**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;  
eMail: Simone.Pillay@durban.gov.za.

## **SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

### **3.1 SPECIAL CONDITIONS OF TENDER (SCT)**

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

#### **SCT 3(1) TENDER INFORMATION: General**

The tender document comprises of a cover page and 66 pages.

#### **SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation**

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
  - ( <https://www.etenders.gov.za/> ), or
- the eThekweni Municipality's website
  - ( <https://www.durban.gov.za/pages/business/procurement> ).

The entire document should be printed on A4 paper (one sided) and suitably bound by the tenderer.

#### **SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender**

General and Contractual Queries are to be directed to:

**Tulani Silwane; Tel: 031-311-8994; eMail: [Tulani.Silwane@durban.gov.za](mailto:Tulani.Silwane@durban.gov.za)**

Technical Queries are to be directed to:

**Vigen Naidoo; Tel: 031 311 8956; eMail: [vigen.naidoo@durban.gov.za](mailto:vigen.naidoo@durban.gov.za); Prithesh Singh; Tel: 0313118923; eMail: [Prithesh.Singh@durban.gov.za](mailto:Prithesh.Singh@durban.gov.za)**

#### **SCT 3(4) TENDER INFORMATION: Briefing Session**

**There will be no clarification meeting. Bidders are requested to submit email related queries related to the bid. All email queries are to be submitted by 2026-07-09 email questions and answers will be consolidated and posted on tenders/Municipal website for the benefit of all tenderers by 2026-07-16.**

#### **SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions**

1. Tenderers are hereby advised to submit the following, no later than:

**Friday, 24 July 2026**

**11:00am**

- a) A signed **hard copy** of the Tender Document that is sealed, addressed to the City Manager and clearly marked with the Tender Number. This **hard copy** shall be deposited into the Tender Box **located in the ground floor foyer of the Municipal Buildings at 166 KE Masinga Road (Old Fort Rd), Durban**; and
  - b) An **electronic copy** of the Tender Document, identical to that of the signed **hard copy**, via the eThekwini Municipality JDE System (ESP Module).
2. Notwithstanding the submission of the **electronic copy** of the Tender Document via the JDE System (ESP Module):
- a) The Tender Offer shall only be deemed valid if the **hard copy** submission has been made; and
  - b) The **hard copy** submission shall take precedence and be utilised for the evaluation of Tenders.
3. In the event of any ambiguity or inconsistency within the **hard copy** submissions, eThekwini Municipality reserves the right to verify the information by comparing the **hard copy** with the corresponding **electronic copy**. Subsequently, if the **electronic copy** is found not to be identical to the **hard copy**, the Tender Offer shall be deemed invalid.
4. Tenderers shall ensure all access rights and submission queries related to the JDE system are resolved prior to the closing date.:

#### **BID VIEWING, TENDER DOCUMENT DOWNLOAD AND BID SUBMISSION PROCESS**

5. The following link must be followed for login, to view advertised bids, and to submit a bid advertised by eThekwini Municipality.

<https://rfq.durban.gov.za/jde/E1Menu.maf>

All queries related to the JDE system shall be directed to:

**ESP Queries:** Lindo Dlamini

Tel: 031-3227133 / 031-3227153

Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**ESP Technical Queries:** Kgopotso Maja:

Tel: 031 322 3808

Email: [kgopotso.maja@durban.gov.za](mailto:kgopotso.maja@durban.gov.za)

#### **SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders**

1. Tenders must remain valid for a period of 120 days following the date on which the Tenders are opened. This period is referred to as the **original validity period**.
2. In addition to the original validity period, Tenders must remain valid for acceptance for a further period of twelve (12) months, unless the Municipality is advised otherwise by the bidder in writing.
3. eThekwini Municipality reserves the right to request confirmation of Tender validity at any time during the twelve (12) month period.

#### **SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

There are no additional returnable schedules, forms, certificates

**OR**

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The additional returnable schedules, forms, which can be found in Section 10, are:

- Questionnaires
- Schedule of Experience
- Other Annexures

**SCT 11(2) DELIVERY, RISK, PACKAGES, ETC**

The specified delivery point is Springfield Depot.

**SCT 13 IMPORT PERMITS**

In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by:

- List name of applicant.

**SCT 14 EVALUATION PROCESS**

**14.1 Price and Preference**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE WITH FUNCTIONALITY** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

Reference is to be made to **Returnable Form: 5(c) MBD 6.1: Preference Points Claim**.

#### 14.2 Broad-Based Black Economic Empowerment ( SCM Policy Section 52.5)

The provisions of the SCM Policy: **Section 52.5: Broad-Based Black Economic Empowerment** shall apply. Reference is to be made to **Returnable Form: T2.2.6: MBD 6.1: Preference Points Claim**

<b>80/20 Preference Points System</b>	
<b>B-BBEE Level Contributor</b>	<b>Preference Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

#### SCT 20 COMPLAINTS AND OBJECTIONS

In terms of Section 49 of the Ethekewini SCM Policy any person aggrieved by the decisions taken in the implementation of the SCM System may lodge within 14 days of notification, a written objection against the decision of the following:

**The City Manager**  
**Attention: Ms S Pillay** (E-Mail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za))  
**P O Box 1394**  
**DURBAN**  
**4000**

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of R1814.00 including VAT as stipulated in the municipality's SCM Policy approved on 29/08/2024 as well as the municipal budget for the financial year 2025/26. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

**EThekwini Municipality**  
**FNB – 631 6574 6331**  
**Reference Number: *Please insert contract number***

### 14.3 **FUNCTIONALITY**

Functionality is to be used as a threshold. Tender offers that fail to score the minimum number of evaluation points for Functionality will be rejected as non-responsive.

The evaluation criteria for measuring Functionality are:

- The minimum number of evaluation points for Functionality is 70.
- List criteria (sub-criteria).
- Show the criteria weightings.
- Show the scoring method.
- Show the scoring prompts.
- Refer to the schedules / forms that need to be completed by the tenderer.

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### 3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

#### ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

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**SECTION 4: RETURNABLE TENDER DOCUMENTS**

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

**1) AUTHORITY OF SIGNATORY**

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for Contract No. **36333 - 5W** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

**Tenderers are to include, at the back of their tender submission document, a printout of the following documents:**

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

**2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_



**4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT****Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

**Declaration by Tenderer**

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

**NAME (Block Capitals):****Date****SIGNATURE:**

**5(a) MBD 4: DECLARATION OF INTEREST**

**NOTES**  
 MSCM Regulations: "in the service of the state" means to be:  
 (a) a member of:  
     (i) any municipal council.  
     (ii) any provincial legislature.  
     (iii) the national Assembly or the national Council of provinces.  
 (b) a member of the board of directors of any municipal enterprise.  
 (c) an official of any municipality or municipal enterprise.  
 (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.  
 (f) an employee of Parliament or a provincial legislature.  
 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**.
  
- 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 and/or take an oath declaring his/her interest.
  
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

	Circle Applicable
	YES      NO

3.8 Are you presently in the service of the state?  
 If yes, furnish particulars:  
 .....  
 .....

3.9 Have you been in the service of the state for the past twelve months?  
 If yes, furnish particulars:  
 .....  
 .....

<p>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? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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 ? If yes, furnish particulars: ..... .....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

5(b) **MBD 5: 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.

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>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.</b>		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars. ..... .....		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars. ..... .....		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars. ..... .....		

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**5(c) MBD 6.1: PREFERENCE POINTS CLAIM) (SCMP 52.5: Broad-Based Black Economic Empowerment)**

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. Reference is to be made to the **Special Conditions of tender: SCT 14**

**1.0 GENERAL CONDITIONS**

- 1.1 The relevant **Preference Points System (80/20)** applicable to this bid is stated in the **Special Conditions of tender: SCT 14**
- 1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Mico Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.
- 1.3 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.

**2.0 ADJUDICATION USING A POINT SYSTEM**

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a+ comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

**3.0 POINTS AWARDED FOR PRICE**

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

**80/20 Procurement System**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:  $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

#### 4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

<b>80/20 Preference Points System</b>	
<b>B-BBEE Level Contributor</b>	<b>Preference Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

- 4.2 All bidders must submit **B-BBEE Status Level of Contribution Certificates**, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
  - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
  - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.
- 4.14 Gazetted Sector Codes supersede Generic Codes.

**5.0 SUB-CONTRACTING**

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

**6.0 BID DECLARATION**

- 6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 20 points)
Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).	

**Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
  - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide 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	NO
-----	----

4.3.1 If YES, provide 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	NO
-----	----

4.4.1 If YES, provide 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	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

*I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.*

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

---

**5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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**NOTES**

- <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.
- <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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 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.
- 3.0 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:
- take all reasonable steps to prevent such abuse;
  - 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
  - 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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**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:

-----  
 (Name of Bidder)

that:

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.
  - (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.
  - (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.
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.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

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## **SECTION 5: CONDITIONS OF CONTRACT**

### **GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)**

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010)", as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

### **THE NATIONAL TREASURY**

**Republic of South Africa**



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### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

July 2010

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**1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the [amount specified in SCC](#).

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, [including additional requirements](#), if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery [in the manner specified](#).

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

**13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, [including additional services](#), if any:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- 14.1 [As specified](#), the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - in the event of termination of production of the spare parts:
    - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, [unless specified otherwise](#).
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, [within the period specified](#) and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) [within the period specified](#), the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract [shall be specified](#).
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand [unless otherwise stipulated](#).

**17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any [price adjustments authorized](#) or in the purchaser's request for bid validity extension, as the case may be.

**18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the [time schedule prescribed](#) by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - if the supplier fails to perform any other obligation(s) under the contract; or
  - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
  - the date of commencement of the restriction
  - the period of restriction; and
  - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of Contracts**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

**34. Amendment of contracts**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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**SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT**

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

**SCC 1.2**    **CONTRACT**

This contract will commence two weeks after the date of issuance of the Letter of award and shall terminate within three years of the commencement date.

**SCC 7.1**    **PERFORMANCE SECURITY**

The liability and time for submission of the Performance Security will be as follows:

- (a) For contracts of value less than R 1,000,000 (incl) the liability of the Performance Security shall be Nil.
- (b) For contracts of value greater than R 1,000,000 and less than R 10,000,000 (incl) the liability of the Performance Security shall be 5% of the total tender value.
- (c) For contracts of value greater than R 10,000,000 (incl) the liability of the Performance Security shall be 10% of the total tender value.

The Contractor will be required to furnish the Performance Security (Surety Bond), from a bank or approved insurance company within fourteen (14) days of notification of award.

**SCC 16.1**    **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

**SCC 17**    **PRICES**

Prices are fixed for the duration of the contract as specified on the Official Tender Form.

**SCC 21.1**    **DELAYS IN THE SUPPLIER'S PERFORMANCE**

The time schedule for the delivery of goods and performance of services is specified in Section 8: Scope of Required Work / Services

**SCC 22.1 PENALTIES**

Replace this clause with the following:

“If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price (as a penalty):

- A penalty of R2 500.00 per day for each day delivery is delayed.
- A penalty of 2.5% of the order value for each day delivery is delayed.

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.”

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**ADDITIONAL CONDITIONS OF CONTRACT**
**ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

**ACC2 QUALITY OF PRODUCTS**

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

**ACC3 SATISFACTORY PERFORMANCE**

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

**ACC4 OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act:

**The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act.** The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

**ACC5 DAMAGE TO PERSONS AND PROPERTY**

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

**ACC6 RATE OF EXCHANGE VARIATION**

Where the goods are imported the Contractor shall within seven days of date of Official Purchase Order, arrange through his bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The Contractor shall notify the Municipality as soon as possible thereafter regarding the rate which has been fixed on such forward exchange. The

forward cover shall be from a reputable South African bank. The Contractor is to confirm with the employer prior to placing forward cover if the service provider is acceptable.

Any increase or decrease between the basic rate of exchange as at 12:00 on the date of close of the bid and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the Contractor to arrange forward exchange cover, the Contractor shall be liable should there be an increase in the basic rate of exchange occurring after the last-mentioned date.

The bank charges incurred in obtaining the forward exchange cover must be included in the Tenderer's bid.

ACC7 **ESTIMATED QUANTITIES**

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

ACC8 **SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekweni boundary).

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## **SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES**

### **Scope of Supply / Services**

This contract involves Services Providers for the provision of approximately fifteen (15) Artisan Stovepipe Welders/Boilermakers, fifteen (15) Semi-Skilled Artisan assistants, Fifteen (15) 400 amps welding machines (weight 300kg), welding equipment (list in item 7.2.5) and one (1) Supervisor to be stationed at the eThekweni Municipality Engineering Fabrication Workshop for a thirty-six (36) months contract period.

The number of Artisan Stovepipe Welders/Boilermakers, Semi-Skilled Artisan assistants, 400 amp welding machines (weight 300kg), welding equipment and relevant Supervisor required will increase or decrease depending on the Departments work load and the necessity to assist with critical water projects that require immediate attention.

### **Specifications**

#### **SSS2 GENERAL REQUIREMENTS**

The Artisan Stovepipe Welders/Boilermakers will work with minimum supervision, and they must be competent in boiler making and welding steel water mains in accordance with API 1104 to acceptable X-ray standards, using Manual Metal Arc (MMA) and Flux-Cored Arc Welding processes.

The successful Contractor must use welding procedure specified by the eThekweni Municipality and to API 1104 Standards, welding of pipelines and each Service Provider must qualify its welders according to these standards

This standard covers the gas and arc welding of butt, fillet and socket welds in carbon and low – alloy steel piping used in the compression, pumping, and transmission of crude petroleum, petroleum products, fuel gases, carbon dioxide, and nitrogen, and where applicable, covers welding on distribution system. It applies to both new construction and in-service welding. The welding may be done by a shielded metal — arc welding, submerged arc welding, gas tungsten-arc welding, gas metal-arc welding, flux-cored arc welding, plasma arc welding, oxyacetylene welding, or flash butt welding process or by a combination these processes using a manual, semi-automatic, or automatic, welding technique or combination of these techniques, The welds may be produced by position or roll welding or by combination of position and roll welding.

This standard also covers the procedures for radiographic, magnetic particle, liquid penetrant, and ultrasonic testing as well as the acceptance standards to be applied to production welds tested to destruction or inspected by radiographic, magnetic, liquid penetrant, and visual testing methods.

The procedure cost and testing of the welders (to the procedure) is for the Contractor's

The successful Contractor's will be required to have the appropriate written qualified procedures at the site where the welding is being performed.

The Contractor's will be responsible for weekly/monthly safety inspection of all machinery, equipment, tools and PPE in line with eThekweni Municipality SHE

Management system. The Contractor equipment will be subject to maintenance and service in accordance with the manufacture's specification.

Copies of the equipment maintenance and service records are to be held in the Site Safety File for the duration of the contract for auditing purposes.

### **SSS3 PROVISION OF ARTISAN OF STOVEPIPE WELDER/BOILERMAKER**

This contract calls for a skilled Artisan Stovepipe Welder/Boilermaker to cut and join metals and other materials at our facilities or construction sites. The Artisan Stovepipe Welder/Boilermaker will operate appropriate equipment to put together mechanical structures or parts with a great deal of precision. Artisan Stovepipe Welder/Boilermaker job is important as it provides the foundation for strong water pipe infrastructure.

An Artisan Stovepipe Welder/Boilermaker must be competent in using potentially dangerous equipment following all safety precautions. The ideal candidate will also have a steady hand and great attention to detail. Knowledge of different kinds of metal and their properties is essential.

### **SSS4 ARTISAN STOVEPIPE WELDER/BOILERMAKER RESPONSIBILITIES**

- v) Read blueprints and drawings and take or read measurements to plan layout and procedures
- vi) Determine the appropriate welding equipment or method based on requirements
- vii) Set up components for welding according to specifications (e.g. cut material with powered saws to match measurements)
- viii) Operate angle grinders to prepare the parts that must be welded
- ix) Align components using callipers, rulers etc. and clamp pieces
- x) Weld components using manual or semi-automatic welding equipment in various positions (vertical, horizontal or overhead)
- xi) Repair water pipe and other components by welding pieces and filling gaps
- xii) Test and inspect welded surfaces and structure to discover flaws

- xiii) Maintain equipment in a condition that does not compromise safety
- xiv) Competent in boiler making steel water mains in accordance with API 1104 to acceptable X-Ray standards using manual metal arc (MMA) and Flux-Cored Arc welding processes.
- xv) Required to lay out structural steel joints with a minimum amount of supervision to the above specification.
- xvi) Competent using a gas cutting equipment
- xvii) Be able to work with Cement lined pipes, both welders and assistants must know how to re-instate using cement epoxy and wrap piping after welding

### **SSS5 ARTISAN STOVEPIPE WELDER/BOILERMAKER REQUIREMENTS**

This contract calls for Qualified Artisan Stovepipe Welder/Boilermaker with trade test and proven relevant working experience as Artisan Stovepipe Welder/Boilermaker of a minimum of five (5) years.

- i) Experience using a variety of welding equipment and procedures (TIG, MMA etc.)
- ii) Experience in using electrical or manual tools (saws, squares, callipers etc.)
- iii) Ability to read and interpret technical documents and drawings.
- iv) Knowledge of relative safety standards and willingness to use protective clothing (face-shield, gloves etc.)
- v) Deftness and attention to detail
- vi) Able to communicate in English .
- vii) Successful completion of a relevant apprenticeship program is required.
- viii) Professional Certification (e.g. an Department: Higher education & training certificate will be a plus)
- ix) Have a minimum of Level one first aid certificate and that certificate should be provided prior the commencement of the contract.
- x) Have a valid certificate for overhead crane operator valid for the duration of the contract and that certificate should be provided prior the commencement of the contract.
- xi) Have a minimum valid South African light vehicle driving license code B.

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**SSS6 SKILLED SUPERVISOR (FOREMAN)**

This contract calls for a provision of two skilled supervisors to work under the eThekweni Municipality representatives to provide services in the projects and the internal Fabrication Workshop. The supervisor must be competent and have relevant skills and experience in the field of fabrication.

**SSS7 SKILLED SUPERVISOR (FOREMAN) DUTIES**

The duties of the skilled supervisor will be.

- i) Supervises and coordinates activities of workers engaged in welding and cutting of products and such as steel pipes and boiler making, applying knowledge of welding cutting techniques, materials, and equipment, and fabrication requirements: Analyzes work orders and blueprints to determine need for supplies and sequence of operations required.
- ii) Requisitions supplies, such as weld rods, gas, flux, and fixtures.
- iii) Inspects work confers with Clerk of Works and Technicians to maintain specified standards and quality.
- iv) Training workers in operation of equipment.
- v) Set up machines or make metal welds to make test runs and experimental products.
- vi) Supervise brazing and soldering operations.
- vii) Supervise fitting and assembly of structural frames.
- viii) Supervise workers engaged in making tubing from flat steel strips by electric-weld process and be designated Welding Supervisor, Electric-Weld Pipe Specialist.
- ix) Important variations include location of workers supervised, such as in-plant or fabrication workshop construction site.
- ix) Performs other duties as described under the eThekweni Municipality.

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### **SSS8 SKILLED SUPERVISOR (FOREMAN) EXPERIENCE AND REQUIREMENTS**

- iii) Proven experience in welding industry
- iv) Ability to read and interpret technical documents and drawings
  
- v) Knowledge of relative safety standards and willingness to use protective clothing (face-shield, gloves etc.)
- vi) Knowledge of welding equipment and procedures
- vii) Knowledge in using electrical or manual tools
- viii) Able to communicate in English and Zulu
- ix) Have a minimum of Level one first aid certificate and that certificate should be provided prior the commencement of the contract.
- x) Have a valid certificate for overhead crane operator valid for the duration of the contract and that certificate should be provided prior the commencement of the contract. xi) Have a minimum valid South African light vehicle driving license code B.

### **SSS9 SEMI- SKILLED ARTISAN ASSISTANT'S DUTIES**

- i) Performs any combination of the following duties to assist welder in welding, brazing, and thermal and arc cutting activities: Moves workpieces, tools, and supplies, manually or by hand truck.
- ii) Lifts, moves and holds, or clamps workpieces to table, into jigs, or into position as directed, manually or by using hoist, pry bars, wrenches, hammer, and wedges.
- iii) Cleans workpieces to remove impurities, such as slag, rust, and grease, using wire brush, portable grinder, hand scraper, or chemical solutions.
- iv) Connects hoses from hand torch to oxygen and fuel gas cylinders or connects cables from power sources to electrode holder and workpiece or fixture.
- v) Starts and operates welding machine engine to activate electric generators.
- vi) Place's workpieces into furnace to preheat for specified time.
- vii) Removes, tags or marks, and moves finished work.
- vii) May attach grappling equipment to objects preparatory to movement by crane.

### **SSS10 WELDING MACHINE**

#### **1) Specification**

This contract calls for the provision of approximately fifteen (15) 400-amp welding machines with a loading weight of about 300kg. The Contractor shall equip each Artisan Stovepipe Welder/Boilermaker with a diesel welding machine of not less than 400 amps including 30m of earth and holder cabling.

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This is a powerful 400-amp DC multi-process diesel engine driven welder designed especially for contractors, maintenance and repair and all other field-based welding professionals who demand the best welding arc from an engine driven welder. This welding machine must be designed using Chopper Technology giving excellent arc characteristics whether in stick (conventional or pipe), TIG, MIG or arc gouging modes of operation. Rugged and dependable, the welding machine 400-amp must be built within a totally enclosed case, which provides maximum protection to its fuel tank top-of-the-line water-cooled diesel engine.

The portable powerhouse should deliver 8000 continuous (8.500 peak) watts of 120W/240W/415v AC generator power, enough power to run lights, tools, pump and weld all at same time. The welding machine should meet all the new stringent European regulations including 50Hz, isoniration and 110v, 240v & 415v power requirements.

The portable machines must be fixed onto a trailer to enable the trailer with the welding machine to be towed on a public road from the Fabrication Workshop to site.

Trailers supplied must conform to tie terms and conditions set out in the National Road Traffic Act. Trailers must be licensed, registered and in a roadworthy condition capable of being towed on a public road. Each trailer must be fitted with a towing eye capable of accepting a universal towbar with drop pin mechanism.

The Contractor will be responsible for weekly/monthly safety inspection of Welding Machine and a Trailer in line with eThekweni Municipality SHE Management system.

The Contactor's welding machine will be subject to maintenance and service in accordance with the manufacture's specification.

## **2) Technical Details**

With portability in mind the welding machine should been built around a smaller more robust outer casing making ideally suited for transportation via either forklift truck, crane, mounted on a trailer or back of a van/bakkie. Fitted as standard this machine must have both digital von and ammeter essential for welding and hour meter ensuring that the machine maintenance schedule can be easily tracked. This welding machine must be designed to provide flexibility and portability to our welders and also to provide them with easy access for servicing. The unit must have a flip-up service panel, which allows easy access to tie engine

## **3) Personal Protection Equipment (PPE) AND Tools**

The Contractor shall equip each Artisan Stovepipe Welder/Boilermaker with the following items, and it must be taken into consideration that all PPE sets are replaced on a wear and tear bases

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## PPE Sets

- i) Flame Retarded overall set
- ii) Boots — Iron capped
- iii) Long Welding Gloves
- iv) Boots Spats
- v) Apron
- vi) Goggles clear
- vii) Welding Helmet viii) Ear Plugs
- ix) skull caps
- x) Gas Cutting goggles

## TOOLS

- ii) Level — 400mm
- iii) Centre Finder
- iv) Contour Marker
- ) Lin-o-Card
- vi) Protractor
- vii) Square-Big
- vii) Boilermakers Chalk
- ix) 2LB Hammers-ban peen
- x) 4LB Hammer
- xi) Centre Punch
- xii) White Marker
- xiii) Steel Rule
- xiv) sizes 19 to 36 combination spanners.
- xv) Clapping Hammer
- xvi) Reel Extension
- xvii) 230mm Angle Grinder
- Wii) 250mm and a 115mm angle grinder and 30m extension cord

### **4) GENERAL REQUIREMENTS OF THE CONTACT**

The tenderer has to submit the copy of its IOD Procedure prior to commencement of contract, a copy of this procedure should be included in the Contractor Safety File on site (Springfield Engineering Fabrication Workshop)

### **5) CONSUMABLES**

With the exception of welding rods, cutting discs and power tools the contractor is to supply all other consumables, including diesel for the welding machines.

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## 6) ACCEPTANCE OF TENDERS

It is the intention of the Council to consider the acceptance of all bona fide tenders, and these be scheduled in order of ascending rates.

Tenderers be required to submit Artisan Stovepipe Welders/boilermakers for testing purposes prior to award of contract.

Boilermakers/Stovepipe welders will be assessed using the following measures:

Candidates Ability to Mark Angle

Candidate Ability to cut and Bevel

Candidates Ability to Tack and Check Angle

Candidates Ability to Weld Root, Filer and Cap using fleet-weld

Ability to Use Gas Cutters Equipment

## 7) INDEMNIFICATION

The Contractor is required to insure all their PLANT against damage, loss or theft and shall indemnify the Council against any claims arising as a result of the transportation of their plant on Council Vehicles. Contractor shall also indemnify the Council and hold it harmless against:

- a) any damage to the Councils property, whether movable or immovable, including any consequential loss or damage directly following from physical damage to such property.
- b) liability respect of any claim which may be made against the Council arising out of damage to the property, whether movable or immovable, of any third parties, including any consequential loss or damage directly following from physical damage to any such property.
- c) liability in respect of death or injury to any person, including a servant of the Council; and
- d) any legal costs or expenses reasonably incurred in connection with claims or actions arising out of the foregoing.

Whenever tie damage, loss, injury or death contemplated above, arises out of the operation of this contract, except where it is proved by the successful Tenderer, that such death, injury, loss or damage has resulted directly from the negligence of the Council or any of its employees, whilst acting within the course and scope of their employment.

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**SSS11 ORDERS FOR HIRE AND WITHDRAWAL OF ARTISAN STOVEPIPE WELDERS/  
BOILERMARKES**

Approximately fifteen (15) Artisan Stovepipe Welders/Boilermakers and fifteen (15) Semi-skilled Artisan Assistants, fifteen (15) 400-amp Welding Machines may be required at any one given time. They will be drawn from the lowest tenderer progressing to the second lowest tenderer and so on should tenderers not be in a position to supply the required number of Artisan Stovepipe Welders/Boilermakers.

- b) Tenderers shall undertake to have a supervisor available during the normal working hours an afterhours to receive telephonic orders for the hire and withdrawal of Artisan Stovepipe Welder/Boilermaker and Artisan Stovepipe Welder/Boilermaker. Details of such competent supervisor to be supplied with tender.
- c) When Artisan Stovepipe Welders/Boilermakers are required, the Engineer (eThekwini Fabrication Workshop) will telephone the successful tenderer and advise them of the approximate period requirement for the Artisan Stovepipe Welders/Boilermakers, such Artisan Stovepipe Welders/Boilermakers being acceptable to eThekwini Water Services and in the event of the successful tenderer failing to provide the requested number of Artisan Stovepipe. Welders/Boilermakers, the HEAD - WATER AND SANITATION UNIT may, after due notice discontinue the use of that tenderer's services and the Council will employ alternative sources to do the work.

**SSS12 METHOD OF CARRYING OUT THE WORK**

The Contractor shall at all times carry out work for which their Artisan Stovepipe Welders/Boilermakers are hired for, in the order and manner prescribed by the Engineer. Instructions given to the Artisan Stovepipe Welders/Boilermakers shall be deemed to be given to the Contractor

**SSS13 OUTPUT OF ARTISAN STOVEPIPE WELDERS/BOILERMAKERS**

The Contractor shall ensure that while the Artisan Stovepipe Welders/Boilermakers are in the employ of the Council, they carry out a full day work. If in respect of any period during which the Artisan Stovepipe Welders/Boilermakers have worked, the Engineer is not satisfied that they have done a meaningful days work, he shall be entitled to can upon tie Contractor to reduce proportionately, in respect of such period, the rates quoted in this contract or he may instruct the Contractor to remove the Artisan Stovepipe Welder/Boilermaker from the site.

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**SSS14 TRANSPORT**

The Contractor shall be responsible for the delivery of his/her welding plant to the Springfield Fabrication Workshop. When Artisan Stovepipe Welders/Boilermakers are required to work in the field then the department will transport the Artisan Stovepipe Welders/Boilermakers and their plant between the workshop and the camp site and place of work at the Contractor's risks.

When not use the welding machines may be left at the Springfield Fabrication Workshop at the Contractor's risks.

**SSS15 COUNCIL VEHICLE INSURANCE USED BY WELDER DURING WORKING HOURS OR CALL OUT**

eThekwini Municipality Water Services is required to do a driver assessment as is compulsory of ALL drivers before they are authorized to drive any NDM vehicle.

The vehicle will be covered by the eThekwini Municipality Water Services insurance, eThekwini Municipality Water Services plant and logistics or eThekwini Municipality Water Services Insurance Assessors find that the accident was due to the drivers' negligence, then the eThekwini Municipality Water Services would hold the Contractor or Boilermakers/Stovepipes supply Company liable for excesses and vehicle

**NOTE**, only authorized persons are permitted to travel as passengers in NDM vehicles

**SSS16 HOURS OF WORK**

The normal hours of work are from 07h30 to 16h00 with 30 minutes for lunch, five days a week. Owing to the nature of the work the Artisan Stovepipe Welders/Boilermakers will be subjected to call outs on a seven day per week, 24 hour per day basis.

The Contractor must draw up a standby roster for overtime, thereby giving all Artisan Stovepipe Welders/Boilermakers a fair opportunity. The Engineer will use his discretion to authorise the overtime depending on the urgency of the work required to be done.

Artisan Stovepipe Welders/Boilermakers and assistants are all not permitted to exceed forty (40) hours overtime worked over a one-month period.

**SSS17 CALL OUT TIME AND PAY**

On call out the contractor will be required to report to Springfield depot Fabrication Workshop within one (1) hour,

Payment be 2 hours traveling time (to and from) plus time worked.

**SSS18 SICK LEAVE AND ABSENTEEISM**

Sick leave and absenteeism must be closely monitored by the Contractor and action should be taken against defaulters.

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## **SSS19 TERMS OF PAYMENT**

The Contractor shall submit to the Engineer a detailed monthly invoice, reflecting hours worked by each Artisan Stovepipe Welders/Boilermakers and Assistants on hire under this contract, for the previous month. Payment will be made on this invoice in terms of Clause 16 of the General Conditions (or a shorter period, e.g. 30 days) when checked and substantiated by Weekly Time Sheets.

The name of each Artisan Stovepipe Welders/Boilermakers shall be shown on the timesheets, copies of which shall be attached to invoices submitted for payment. Hire order numbers shall be quoted on all invoices.

The Contractor shall pay employees wage and time as per Basis Condition of Employment Ad (1997)

## **SSS20 STATUTORY REQUIREMENTS**

Where applicable, the successful tenderer shall comply with the requirements of the Machinery and Occupational Health and Safety Act No. 85 of 1993, as amended, when his employees and machinery are used on Municipal premises.

## **SSS21 HEALTH AND SAFETY ADMINISTRATION**

### **a) Compensation for Occupational Injuries and Diseases Act**

The awarded Contractor shall, before commencing the contract, produce documentary proof to the City Treasurer that they have complied in all respects with the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act and that they "411 perform and comply with all the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act and more particularly that they win render au returns and pay all assessments for which they are liable in terms of such

### **b) Medical certification of all contract staff**

All Artisan Stovepipe Welders/Boilermakers, supervisor and Assistants will have to be sent for a medical examination at the successful tenderer's expense the start of the contract and at the of the contract. Lung function tests and hearing tests must be included in the medical. If the tests identify a problem, further tests may be necessary, and these may be more frequent at the Contractor expense.

Lung function tests win anow for the early diagnosis of respiratory impairment. The tests will measure the ventilatory capacity of the lungs and relating them to time. Copies of the medical reports must be submitted to eThekweni Water Services and kept in the Health and Safety File for the duration of the contract.

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***No Artisan Stovepipe Welder/Boilermaker or Assistant will be permitted to start work unless he is declared medically fit.***

eThekwini Water Services reserves the right to exclude an Artisan Stovepipe Welder/Boilermaker his assistant from working, should a medical problem be identified before the start of the contract.

**c) Occupational Health and Safety Act (act no. 85 of 1993)**

The Contractor must comply with the provisions of the above-mentioned Act and other applicable legislation. Particular attention must be paid to Section 22 of the Act.

Appointment of Responsible Persons

The Contractor shall cause all work to be carried out under the general supervision of a responsible person appointed by the Contractor's in writing in accordance with the provisions of the Regulations made in terms of the Occupational Health and safety Act (Act No. 85 of 1993).

A copy of the letter of appointment and of the appointee's written acceptance thereof shall be lodged with the **HEAD: WATER AND SANITATION UNIT**, **BEFORE** any work on site shall commence.

In addition, the Contractor shall provide the **HEAD: WATER AND SANITATION UNIT** with the name or names of any Safety Representatives appointed in terms of Section 17 of the above-mentioned Act and who has been given the responsibility for any sites falling under the terms of this contract.

**Wearing of Ear Plugs and Face Mask**

The Contractor supply ear plugs and face masks to the Artisan Stovepipe Welders/Boilermakers and their assistants at the expense of the Contractor.

**ECOSERV** were commissioned by eThekwini Water Services to carry out a survey of the noise in the workshop. The Fabrication Workshop has been declared a noise zone.

The Artisan Stovepipe Welders/Boilermakers and their assistants will be exposed to noise levels exceeding the legal requirements of 85dB(A). The noise levels have exceeded 93dB(A) during grinding and metal banging operations. The hearing protection must have a noise reduction (NRR) of at least 25. Earplugs which conform to ANSI S3.19-1974 are required. Continuous exposure to

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noise is not the only cause of noise induced hearing loss. People who enter a noisy environment unprotected for a short period may also develop hearing loss due to exposure to noise.

Hazardous gases are emitted when burning of the different types of epoxy and bitumen coating takes place in workshop. The Artisan Stovepipe Welders/Boilermakers and assistants are required to wear face masks when carrying out the abovementioned work. The face masks must have filters A, B, E, K, P2 and must conform to European standards EN140 and CE 0260.

These face masks will have to be replaced every two months as tie filters normally expire after 2 months use. The onus is on the Contractor to ensure that his staff wear their earplugs and face masks during their workday.

#### Wearing of Protective Clothing Equipment

The Contractor must supply his staff with all the necessary protective clothing and equipment to carry out their duties which must comply with the Occupational, Health and safety Act (Act No. 85 of 1993).

The Contractor to ensure that Artisan Stovepipe Welders/Boilermakers and Assistants of the following PPE:

- i. Flame retardant overalls
- ii. Skull caps
- iii. Shot-Ader guards
- iv. Welding helmet
- v. Clear face shield
- vi. Clear goggles and anti-flash glasses
- vii. Elbow length welding gloves
- viii. Long leather apron
- ix. Spats
- x. Steel toe cap gum boots and
- xi. Earmuffs and ear plugs

#### **SSS21 DAMAGE TO PERSONS AND PROPERTY**

The Contractor Shau indemnify and keep the Council harmless against any claim for death, injury, damage or loss (including consequential) to any person, animal or property whatsoever (including surface or other damage to land or crops not being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the treatment and maintenance of the works against all claims, demands, costs, charges and expenses whatsoever thereof or in relation thereto.

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**SSS22 STRIKE ACTIONS**

- i) No Contract staff will be allowed to participate in any strike actions whilst in the employ of eThekweni Municipality.
- ii) eThekweni Municipality has the "NO Work No Pay" Policy and will not pay the Service Provider for not done.
- iii) In the event of any strike actions taking place at eThekweni premises and contract staff do not work, due to intimidation etc., the Service Provider must make the necessary arrangements with his/her staff and agree on payment of salary for the time not worked.

**SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES**

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required\ per welder	* Price Year 1 (excl)		* Price Year 2 (excl)		* Price Year 3 (excl)	
				R	c	R	c	R	c
1	Provision of Artisan Stovepipe Welder/Boilermaker on a normal time	Hours	2 200						
2	Provision of Artisan Stovepipe Welder/Boilermaker on a 1,5-overtime rate	Hours	240						
3	Provision of Semi-skilled Welder/Boilermaker on a 2-x overtime rate	Hours	240						
4	Provision of Semi-skilled Welder/Boilermaker Assistance on a normal time	Hours	2 200						
5	Provision of Semi-skilled Welder/Boilermaker Assistance on a 1,5-overtime rate	Hours	240						
6	Provision of Semi-skilled Welder/Boilermaker Assistance on a 2-x overtime rate	Hours	240						
7	Provision of an experienced supervisor Forman on a normal time	Hours	2 300						
8	Provision of an experienced supervisor Forman on a 1,5-overtime rate	Hours	240						

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required\ per welder	* Price Year 1 (excl)		* Price Year 2 (excl)		* Price Year 3 (excl)	
				R	c	R	c	R	c
9	Provision of an experienced supervisor Forman on a 2-x overtime rate	Hours	240						
10	Provision of 400 VOLT Welding Machine on a normal time	Hours	2300						

Year 1

Year 2

Year 3

Sub-Totals :

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Sub-Total (excl) = Year1 + Year 2 + Year 3:

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VAT:

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Total (incl) carried forward to the Tender Form:

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**SECTION 9 : OFFICIAL TENDER FORM**

**Part A: OFFER BY TENDERER** - In response to **Tender Number : 36333 - 5W** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

TENDERED PRICE EXCLUSIVE OF VAT	VAT AMOUNT	TENDERED PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT): .....		

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekweni Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

**Completion of the following is compulsory. Failure to declare the following will invalidate your offer.**

**Declaration of Interest**

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship		
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					<input type="checkbox"/> Yes	<input type="checkbox"/> No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship		

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

\* Signature :

\* Name (*capitals*):

Date:

Capacity:

\* Name of Business:

Tel:

Address:

Fax:

\* Denotes Mandatory Information

**Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender**

**Part B: ACCEPTANCE BY PURCHASER** - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

<b>FUNCTIONALITY and Prompts for Judgement</b>	<b>MAXIMUM SCORE</b>
<b>STAGE 1</b>	
<b>1. Approach and Methodology</b>	<b>20</b>
<p>Does the proposal clearly demonstrate a good understanding of the project requirements?</p> <p>a.1 Are all key deliverables distinctly identified and adequately addressed?  a.2 Does the service provider demonstrate a sound project management methodology?  a.3 Does the service provider demonstrate sound business planning and research methodologies?  a.4 Does the service provider demonstrate a sound stakeholder process facilitation methodology?  a.5 Does the allocation of professional personnel time and budget percentage to the stakeholder and process facilitation component of the project inspire confidence?</p> <ul style="list-style-type: none"> <li>o <b>Nil</b> – No submission (score 0%; 0 points)</li> <li>o <b>Poor (score 40%)</b> – The proposal shows limited understanding of the brief and project, and does not cover all elements of the scope and requirements.</li> <li>o <b>Satisfactory (score 70%)</b> – The brief is well understood, clearly articulated, and key components are adequately addressed.</li> <li>o <b>Good (score 90%)</b> – The proposal clearly demonstrates an understanding of the project's brief. The full required scope has been included.</li> <li>o <b>Very good (score 100%)</b> - A unique proposal that is strongly aligned to and identifiable with the project. The full required scope has been included and the product offering has the potential to leave lasting legacy in precinct management.</li> </ul>	
<b>2. Key Personnel - Expertise and Experience</b>	<b>40</b>
<p>The following personnel will be required:</p> <p>Do the key personnel have relevant and sufficient experience and expertise (5 years' relevant experience or more; indicated through attachment of a proven track record of similar projects)?</p> <ul style="list-style-type: none"> <li>o <b>Nil</b> – No submission (score 0%)</li> <li>o <b>Poor (score 40%)</b> – The team has limited experience in projects of similar nature (less than 5 years' relevant experience)</li> <li>o <b>Satisfactory (score 70%)</b> – The tenderer has relevant experience in projects of similar nature (5 - 8 years relevant experience)</li> <li>o <b>Good (score 90%)</b> – The tenderer has good experience in projects of similar nature (between 9 – 10 years relevant experience).</li> <li>o <b>Very good (score 100%)</b> – The tenderer has extensive experience in projects of similar nature (Greater than 10 years relevant experience)</li> </ul>	
<b>2. Company/Service Provider - Experience</b>	<b>40</b>
<p>Do the key personnel have relevant and sufficient experience and expertise (5 years' relevant experience or more; indicated through attachment of a proven track record of similar projects)?</p> <ul style="list-style-type: none"> <li>o <b>Nil</b> – No submission (score 0%)</li> <li>o <b>Poor (score 40%)</b> – The team has limited experience in projects of similar nature (less than 3 Projects of a similar nature)</li> <li>o <b>Satisfactory (score 70%)</b> – The tenderer has relevant experience in projects of similar nature (3 to 5 Projects of a similar nature)</li> <li>o <b>Good (score 90%)</b> – The tenderer has good experience in projects of similar nature (between 6 – 8 projects of a similar nature).</li> <li>o <b>Very good (score 100%)</b> – The tenderer has extensive experience in projects of similar nature (9 or more projects of a similar nature).</li> </ul>	
<b>TOTAL</b>	<b>100</b>
<b>STAGE 2</b>	
Price: overall budget of the project	80
BEE: empowerment status	20
<b>GRAND TOTAL</b>	<b>100</b>

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## **EVALUATION CRITERIA, USING FUNCTIONALITY APPROACH**

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy, the Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (**January 2022**).

The procedure for the evaluation of responsive tenders is Price and Preference, with Functionality.

### **Price and Preference**

- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The **Price Points** formula and allocated **Preference Points** will be according to the above specified PPPFA Regulations.
- The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The **Price Points** formula and allocated **Preference Points** will be according to the above specified PPPFA Regulations.

### **Functionality**

- The minimum number of evaluation points for Functionality is **70**.
- The Functionality Criteria / Sub-Criteria and maximum score in respect of each of the Criteria are as follows:
- Each Criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively.
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as per the following schedules:

## **SCHEDULE: APPROACH PAPER / METHODOLOGY / PROGRAMME**

The approach paper must respond to the scope of work and outline the proposed approach / methodology including proposals for outsourcing (including details of the companies to be used where applicable). The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

Tenderers must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted and should also include a project plan and programme which outlines processes, procedures and associated resources, identifies risk and indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 10 pages.

The scoring of the approach paper will be as follows:

<b>SCORE</b>	<b>PROMPTS FOR JUDGEMENT</b>
<b>(score 0)</b>	No response/ no documents submitted.
<b>Poor (score 40)</b>	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects.
<b>Satisfactory (score 70)</b>	The approach is tailored to address the specific project objectives and methodology. The approach adequately deals with the critical characteristics of the project. The project plan/programme is sequenced well and not only identifies project related risks but also proposes project specific risk mitigation measures.
<b>Good (score 90)</b>	Over and above meeting the "Satisfactory" rating, the approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during project lifecycle. The project plan and approach to managing risk is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects.
<b>Very good (score 100)</b>	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs.

## **TENDERER'S EXPERIENCE**

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar nature over the last ten (10) years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided. The description should be put in tabular form with the following headings:

<b>Employer, contact person and telephone number, (where available)</b>	<b>Project Title</b>	<b>Detail of work undertaken, nature of work, and value</b>	<b>Date undertaken and completed</b>
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The scoring of the tenderer's experience will be as follows:

<b>Score</b>	<b>Prompts for Judgement</b>
<b>(score 0)</b>	No response/ no evidence of experience submitted.
<b>Poor (score 40)</b>	The Tenderer has limited relevant experience less than 2 projects similar scope over the last 10 years and has failed to submit references.
<b>Satisfactory (score 70)</b>	The Tenderer has the relevant experience in relation to the project under similar conditions and circumstances and has successfully programme managed at least a minimum of 3 projects of similar scope over the last 10 years. (Client Reference letters to be provided for each of the projects listed).
<b>Good (score 90)</b>	As for "Satisfactory" but Tenderer has extensive experience (minimum of 5 projects) of similar scope over the last 10 years. (Client Reference letters to be provided for each of the projects listed).
<b>Very good (score 100)</b>	As for "Good" but Tenderer has extensive experience (minimum of 7 projects) of similar scope and over the last 10 years. (Client Reference letters to be provided for each of the projects listed).

## **EXPERIENCE OF KEY STAFF**

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events eg. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required)

Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows (for each of the indicated (required) key staff):

Score	Prompts for Judgement
<b>(score 0)</b>	No response/ no documents submitted.
<b>Poor (score 40)</b>	Key staff have less than the minimum levels of relevant qualification/training experience and/or post professional registration. (Number of years of experience and qualifications are <b>less than</b> the minimum specified in the schedule below)
<b>Satisfactory (score 70)</b>	Key staff have reasonable levels of relevant qualification/training experience and/or post professional registration. (Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below)
<b>Good (score 90)</b>	Key staff have extensive levels of relevant qualification/training experience and/or general post professional registration. (Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below)
<b>Very good (score 100)</b>	Key staff have outstanding levels of relevant qualification/training experience and/or general post professional registration. (Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below)

Job Title	Minimum Qualification Required	Number of Years' Experience Post Graduation				Weight
		Score 40	Score 70	Score 90	Score 100	
Programme Manager	Pr. Eng, or Pr Tech Eng, or PrArch, or PrQS	<15	≥ 15 ≤ 17	> 17 ≤ 20	≥ 20	10
Project Manager	Pr. Eng, or Pr Tech Eng,	<10	≥ 10 ≤ 13	> 14 ≤ 17	≥ 10	10
Quantity Surveyor	Pr. Quantity Surveyor	< 10	≥ 10 ≤ 14	> 14 ≤ 17	≥ 10	10
Project Coordinator	Graduate (Technical: Degree/Diploma)	<3	≥ 3 ≤ 6	>7 ≤ 10	≥10	5

