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**DR NKOSAZANA DLAMINI ZUMA
MUNICIPALITY
ADVERT
INSTALLATION OF STORMWATER PIPES &
CONSTRUCTION OF HEADWALLS IN WARD 2,3,7,11
AND 12
BID NO: PWBS-B019/26/27**

Name of bidder	
Telephone/Cellphone No.:	
Fax No:	
Address:	
Tender sum in Rands:	
Tender sum in words:	

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ADVERT
INSTALLATION OF STORMWATER PIPES & CONSTRUCTION OF HEADWALLS
IN WARD 2,3,7,11 AND 12
BID NO: PWBS-B019/26/27

REQUEST FOR QUOTATIONS: MUNICIPALITY

Dr Nkosazana Dlamini Zuma Municipality is requesting bid from suitably qualified and experienced service providers for installation of stormwater pipes & construction of headwalls in ward 2,3,7,11 and 12.

This bid will be evaluated in terms of the ability and capability and 80/20 Preferential Procurement Point system and the points will be allocated as follows. **80 – Price, 20 – SPECIFIC GOALS.**

Specific Goals:

	POINTS	SUPPORTING DOCUMENTS
PRICE	80	
SPECIFIC GOALS	(20)	
Company operating within the Jurisdiction Dr NDZ LM	10	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	5	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting KwaZulu-Natal Province company

		physical Address
Company operating outside of KwaZulu Natal Province	0	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address
Company 100% owned by black South African	2.5	Summary of CSD reflecting Race
Company 60% owned by black South African women	2.5	1.Summary of CSD reflecting 60% company owned by black (Women) Gender
Company 100% owned by black South African youth	2.5	1.Summary of CSD reflecting 100% company owned by black (youth) Gender
Company 60% owned by South African with disability	2.5	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate
Total points for Price and SPECIFIC GOALS	100	

COMPULSORY BRIEFING OR DOCUMENTS AVAILABILITY

1. Bid Documents will be made available as indicated in the above table at Creighton Offices; the cost of bid document will be **R476-00 per document** which is non-refundable.

BID NAME	BID NO.	EVALUATION CRITERIA	CIDB GRADING	COMPLUSORY BRIEFING	ABILITY AND CAPABILITY CRITERIA TO QUALIFY	PRE-ORDER DOCUMENTS DATE	CLOSING DATE
INSTALLATION OF STORMWATER PIPES & CONSTRUCTION OF HEADWALLS IN WARD 2,3,7,11 AND 12	PWBS-B019/26/27	COMPULSORY DOCUMENTS, ABILITY AND CAPABILITY AND 80/20 PRICE AND SPECIFIC GOALS	3CE OR HIGHER	10 NOVEMBER 2026 @10H00 – NON-COMPULSORY (VIRTUAL)	60%	FROM 23 OCTOBER 2026 TO 29 OCTOBER 2026 BY 15H00	20 NOVEMBER 2026 @ 12H00

An Electronic copy is available on our website (www.ndz.gov.za) and etender <https://www.etenders.gov.za/> for **FREE**.

N.B All Bidders who require printed documents from the municipality must pre-order them as specified on the table below. (Proof of payment must be emailed to dlaminip@ndz.gov.za before the cut-off-date and time)

Dr Nkosazana Dlamini Zuma Local Municipality Banking details:

Bank name: First National Bank

Account no: 62026224999

Reference no: Please use company name and contract number of the project

Branch code: 250655

NB: All SUPPLIERS are expected to join the meeting by 10:00am, NO SUPPLIER Will be allowed to join the meeting after 10:15am.

NB: Please be advised that only attendance register will be signed during the 1st session of briefing and Documents will be signed on site.

N.B: All bidders must have printed copies on the briefing date before the briefing session commence.

2. DOCUMENTS TO BE SUBMITTED WITH BID

- Valid tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidders and its directors do not owe municipal services.

- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Specific Goals supporting documents
- Certified copies of ID's.
- Form of offer
- MDB 1, 4, 6.1, 8 and 9 fully completed
- Registration with CSD
- Active CIDB Certificate for 3CE or Higher

3. BID ENQUIRIES

N.B: All enquiries must be in writing and be directed to the following emails:

mngadis@ndz.gov.za – PWBS Projects (Technical Enquiries)

holiwen@ndz.gov.za – SCM Manager (SCM related enquiries)

dlaminiz@ndz.gov.za –PWBS- Projects (Technical Enquiries)

Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038
P O Box 62 Fax No.: (039) 833 1179
Creighton
3263

4. CLOSING DATE

The closing date for the bid is as indicated on the table above. Bids must be enclosed in **SEALED ENVELOPES** and addressed to the Municipal Manager, Dr Nkosazana Dlamini Zuma Municipality with the following information clearly marked on the outside of each envelope.

Bids must be deposited in the Bid box at the offices of Dr Nkosazana Dlamini Zuma Municipality in Creighton before the closing date and time. Late tenders will **NOT** be considered.

NB: The offers must remain valid for 90 days from the closing date for submission of bids.

Dr Nkosazana Dlamini Zuma Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the Bid.


Mr. N.C. Vezi
MUNICIPAL MANAGER

ENTERED 23 OCT 2026

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PWBS-B019/26/27	CLOSING DATE:	20 TH November 2026	CLOSING TIME:	12:00
DESCRIPTION	INSTALLATION OF STORMWATER PIPES & CONSTRUCTION OF HEADWALLS IN WARD 2,3,7,11 AND 12				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SLA).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Main Street					
Creighton					
3263					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		CONTACT PERSON	Mr S V Mngadi Mr Z Dlamini	
CONTACT PERSON	Miss N.Holiwe		TELEPHONE NUMBER	(039) 833 1038	
TELEPHONE NUMBER	039 833 1039		FACSIMILE NUMBER		
FACSIMILE NUMBER	086 583 235		E-MAIL ADDRESS	mngadis@ndz.gov.za dlaminiz@ndz.gov.za	
E-MAIL ADDRESS	holiwen@ndz.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

INSTALLATION OF STORMWATER PIPES & CONSTRUCTION OF HEADWALLS IN WARD 2,3,7,11 AND 12 SPECIFICATION

The Dr. Nkosazana Dlamini-Zuma Municipality hereby requests bids from suitably qualified and experienced service provider to Supply Material and Labour for installation of stormwater pipes & construction of headwalls in ward 2,3,7,11 and 12 on the following access roads;

- Mantanjana Access Road (Ward 2)
- Khubeni Access Road and South Down Lane (Ward 3)
- Mqondisi Nyide and KwaZondi Access Roads (Ward 7)
- KwaShozi Access Road (Ward 11)
- Manyathela and Ngqikazi Access Roads (Ward 12)

1. Scope and Interpretation

This specification covers the collection of stormwater pipes issued free of charge from the Employer's municipal depot; loading, transport, off-loading, storage and installation of those pipes; and the supply, delivery and construction of reinforced-concrete or masonry headwalls, wing walls, aprons, cut-off walls, gabion baskets and gabion mattresses at the locations and to the lines, levels, dimensions and details shown on the approved drawings.

The Contractor shall provide all labour, supervision, plant, transport, temporary works, setting out, excavation, dewatering, bedding, selected fill, concrete, reinforcement, formwork, mortar, gabion mesh, lacing wire, rock fill, geotextile, testing, protection, reinstatement and incidentals necessary to complete a functional system, except for the stormwater pipes expressly identified as Employer-supplied.

"Engineer" means the Employer's authorised representative. "Approved" means approved in writing. Drawings and the bill of quantities take precedence for location, diameter, class, invert level, geometry and quantity. This specification governs workmanship and materials unless the contract states otherwise. Any discrepancy shall be referred to the Engineer before work proceeds.

2. Applicable Requirements

The work shall comply with the contract, approved drawings, municipal requirements, environmental authorisations, manufacturers' instructions, and the latest contractually adopted editions of applicable South African standards. Unless the project data specifies another basis, the following are relevant:

- SANS 2001 construction works standards applicable to earthworks, buried pipelines, concrete and masonry;
- SANS 1200 DB, LB, LE, DK, G and GA where expressly incorporated into the contract;
- COTO Standard Specifications for Road and Bridge Works for South African Road Authorities, particularly the current drainage, earthworks, concrete and quality-assurance chapters;
- SANS 1580 for gabions and revet mattresses, together with the mesh manufacturer's certified installation requirements;
- Occupational Health and Safety Act, 1993, applicable Construction Regulations, utility-owner requirements and approved traffic accommodation plan; and

- municipal standard drawings and project-specific drawings for culverts, headwalls, outlets, erosion protection and road reinstatement.

Where requirements conflict, the more stringent requirement shall apply only after the Engineer has issued written direction. No reference to a standard relieves the Contractor of responsibility for correct setting out, stability, hydraulic continuity, safety or workmanship.

3. Contractor's Submittals and Hold Points

Before construction, the Contractor shall submit a programme and method statement covering depot collection, lifting, transport, trench support, dewatering, pipe laying, joints, concrete works, gabion assembly, traffic accommodation, environmental controls, testing and reinstatement. Submittals shall include pipe collection schedules, delivery tickets, material certificates, concrete mix information, reinforcement schedules, gabion and geotextile data sheets, rock source and grading, survey-control information, inspection and test plans, and emergency arrangements for rainfall or flooding.

Work shall not proceed beyond the following hold points without inspection and release by the Engineer: survey control and setting out; exposed founding level; trench bottom and bedding before pipe laying; each joint before concealment where requested; reinforcement and formwork before concrete placement; founding surface and geotextile before gabion placement; completed pipe and outlet before backfilling; and completed works before final reinstatement.

The Contractor shall give at least 24 hours' notice for inspections. Approval or inspection does not transfer responsibility from the Contractor.

4. Employer-Supplied Pipes: Collection and Care

The Contractor shall verify the depot release note against the approved pipe schedule before accepting any pipe. The schedule shall identify nominal diameter, material, class or strength, joint type, standard length, fittings and destination. The Contractor shall inspect each item jointly with the depot representative and record pre-existing defects. Acceptance at the depot transfers custody and risk of loss or damage to the Contractor until completion, unless the contract states otherwise.

Pipes shall be lifted with certified fabric slings, purpose-made clamps or lifting devices recommended by the manufacturer. Chains, wire ropes through the barrel, hooks on jointing surfaces, uncontrolled rolling and dropping are prohibited. Pipes shall be secured during transport against movement and point loading. Socket-and-spigot ends shall be protected.

Off-loading shall take place on firm, level ground clear of traffic and drainage paths. Pipes shall be supported on timber bearers and chocked; stacking height and arrangement shall follow the manufacturer's limits. Rubber rings, couplings and fittings shall be stored under cover, protected from sunlight, oil, heat, dirt and deformation. Damaged, cracked, distorted or contaminated pipes shall be quarantined and reported immediately. Pipes damaged after acceptance shall be replaced by the Contractor with approved equivalent pipes at no additional cost.

5. Setting Out, Excavation and Water Control

The Contractor shall confirm all benchmarks, pipe routes, incoming and outgoing invert levels, outlet conditions and tie-ins before excavation. Existing services shall be located by records, detection and hand excavation. Service conflicts or unsuitable outlet conditions shall be reported before continuing.

Excavation shall provide sufficient working space for bedding, jointing, compaction and inspection without overbreak. Trench sides shall be battered, benched, shored or otherwise supported to suit depth, soil, groundwater, surcharge and traffic. Excavated material and plant shall be kept back from trench edges. Safe access shall be provided.

The trench shall be kept free of stormwater, groundwater and sewage. Water shall be diverted or pumped to an approved discharge point without erosion, pollution, flooding or nuisance. Pipes shall not be laid on softened, disturbed, frozen or submerged ground. Unsuitable or over-excavated material shall be removed and replaced with approved compacted selected material or lean concrete as directed.

The founding level shall be trimmed accurately to accommodate the specified bedding thickness and pipe sockets. Rock projections shall be removed. Excavation near structures and services shall be performed in a manner that preserves stability and access.

6. Bedding, Pipe Laying and Jointing

Bedding class, material and thickness shall be as shown on the drawings. In the absence of a project detail, the Contractor shall not assume a bedding class; the Engineer shall issue the required detail based on pipe type, loading and ground conditions. Bedding material shall be clean, durable, free of organic matter, rubbish, frozen lumps and particles likely to damage the pipe. It shall be placed on an undisturbed or approved improved foundation, compacted uniformly, and shaped to support the pipe barrel continuously. Socket holes shall be formed only where needed and filled after jointing.

Pipes shall be laid to the approved line and invert, normally commencing at the downstream end with sockets facing upstream unless the manufacturer requires otherwise. Each pipe shall be clean, undamaged and correctly orientated. Line and level shall be controlled by laser, level instrument or boning rods from surveyed control. Local reverse falls, steps, ponding points and abrupt changes in alignment are not permitted.

Joint faces, sockets, spigots and sealing rings shall be cleaned and inspected. Approved lubricant shall be applied as specified by the manufacturer. Rings shall be correctly seated and pipes pushed home without impact. Joint gaps and deflections shall remain within manufacturer limits. Mortared, proprietary, cast-in or welded joints shall be completed strictly to the approved system and allowed to cure before disturbance.

At structures, pipe penetrations and connections shall be watertight and capable of accommodating the detailed movement. Pipe ends shall not project into the waterway unless shown. Open ends shall be securely capped whenever work stops. The Contractor shall prevent flotation, displacement and entry of debris during rain.

7. Sidefill, Backfill and Reinstatement

Selected sidefill and initial backfill shall be placed evenly on both sides in layers compatible with the compaction equipment. Material shall be worked under the haunches without displacing or damaging the pipe. Heavy compaction plant shall not operate directly

over the pipe until the minimum cover required by the drawings, pipe manufacturer and temporary loading assessment has been achieved.

Unless otherwise specified, compaction acceptance shall be based on the density requirements for the surrounding road, verge, embankment or landscaped area. Moisture shall be controlled near optimum. Field density tests shall be taken at the frequency in the approved inspection and test plan and additionally at structures, crossings and areas of doubtful compaction. Failed areas shall be excavated, reworked and retested.

Road layers, kerbs, paving, verges, fences, channels and landscaping disturbed by the work shall be reinstated to the original or specified standard. Surplus and unsuitable spoil shall be removed to an approved disposal facility. The site shall be left safe, freely draining and tidy.

8. Headwalls, Wing Walls and Aprons

Headwalls and associated wing walls, aprons, toe or cut-off walls, channels and energy dissipators shall be constructed to the approved geometry and founding levels. The Contractor shall verify pipe position, skew, diameter and outlet alignment before fixing formwork or masonry.

8.1 Foundations

Foundations shall bear on competent, undisturbed material. Soft pockets shall be removed and replaced as directed. The founding surface shall be level, clean and, where specified, blinded with lean concrete. Excavations shall be dry during reinforcement fixing and concrete placement. Key trenches and cut-off walls shall be excavated to the detailed depth to reduce undermining and scour.

8.2 Concrete and Reinforcement

Concrete strength class, exposure classification, cover, reinforcement and joint details shall be as shown on the drawings. Materials shall be batched, mixed, transported, placed, compacted and cured under an approved quality plan. Water shall not be added on site except under controlled, authorised adjustment. Concrete shall be placed continuously within planned pours, compacted without segregation, and finished to the specified level and texture. Construction joints shall occur only at approved positions.

Reinforcement shall be clean, correctly bent, tied and supported on approved spacers. Bars shall not be heated or re-bent without approval. Cover shall be verified before placing concrete. Formwork shall be stable, grout-tight, true to line and removed without damaging the work. Exposed edges shall be neatly chamfered where detailed.

8.3 Masonry Alternative

Where drawings permit masonry, units or stone shall be sound, durable and thoroughly cleaned. Mortar class and jointing shall be as specified. Work shall be fully bonded with joints completely filled; through stones or approved ties shall be used where detailed. Faces shall be true, joints neatly finished, and masonry protected and cured.

8.4 Finishing and Drainage

Pipe-to-wall interfaces shall be sealed with approved non-shrink grout or flexible seal as detailed. Aprons shall drain positively with no low points. Weep holes and filter material shall be installed where shown and kept clear. Backfill behind walls shall not be placed

until adequate strength has developed and shall be compacted without overstressing the structure. Honeycombing, misalignment, inadequate cover, cracking, blocked weep holes or defective finishes shall be repaired only by an approved method.

9. Gabions and Gabion Mattresses

Gabion baskets and mattresses shall comply with the specified SANS requirement and approved drawings. Mesh type, aperture, wire diameter, coating and corrosion protection shall suit the exposure. All units, diaphragms, lacing wire, rings, bracing and accessories shall be supplied as one compatible system with manufacturer certificates.

9.1 Foundation and Filter

The foundation shall be excavated and trimmed to a firm, even profile. Loose, organic and unsuitable material shall be removed. Where specified, an approved non-woven geotextile filter shall be placed beneath and behind the gabions on a smooth surface, with overlaps and anchorage arranged so that no soil can wash through joints. The geotextile shall be protected from puncture, sunlight and trafficking and shall not bridge voids.

9.2 Assembly and Placement

Units shall be unfolded on a level surface, squared, and all edges and diaphragms securely connected. Empty units shall be placed to line and level, stretched where required, and laced to adjacent units along all contacting edges before filling. Baskets shall be divided by diaphragms at the manufacturer's required spacing. Cut mesh, damaged coating and makeshift connections are not acceptable; approved repair coating shall be applied to minor permitted damage.

9.3 Rock Fill and Packing

Rock shall be hard, durable, angular to sub-angular, resistant to weathering and of a size that cannot escape through the mesh. Weathered shale, friable rock, contaminated material and flat fragments that prevent dense packing are prohibited. Visible faces shall be hand-packed to obtain an even, tightly interlocked face with minimum voids. The interior may be machine-filled in controlled lifts, followed by hand rearrangement. Oversize rock that distorts the mesh shall not be used.

Baskets shall be filled in approximately equal lifts. Internal bracing wires shall be installed at the specified intervals across exposed faces to control bulging. Adjacent cells shall be filled at similar rates so that differential distortion does not occur. Units shall be slightly overfilled to allow for settlement, but lids shall close without forcing or crushing the stone.

9.4 Lids, Mattresses and Tie-ins

Lids shall be stretched tightly and continuously laced or fastened to all perimeter edges and diaphragms. Mattress diaphragms and lids shall be fully secured, especially along hydraulic attack zones. Upstream, downstream and side edges shall be keyed, anchored or turned down as detailed to prevent undermining and outflanking. Transitions to headwalls, aprons and natural channels shall be smooth and stable. Finished surfaces shall follow the design profile without bulges, open seams, exposed geotextile or loose stone.

10. Quality Control, Testing and Acceptance

The Contractor shall maintain inspection records traceable to each pipe run and structure. Records shall include depot release notes, pipe condition, survey readings, bedding inspections, joint checks, layer compaction tests, concrete delivery records, slump or consistency tests, strength-test specimens, reinforcement inspections, gabion certificates, rock approval and photographic records before concealment.

Completed pipelines shall be cleaned and visually inspected from end to end. Acceptance criteria are: correct route, diameter and class; invert levels and gradients within project tolerances; no reverse gradient or standing water; joints correctly made; barrels free of cracks, deformation, mortar, silt and debris; structures sound and aligned; outlets unobstructed; and erosion protection complete. Where directed, the Contractor shall undertake mandrel, CCTV, leakage or controlled flow testing appropriate to the pipe system.

Concrete shall achieve the specified characteristic strength and finish. Gabions shall conform to line, level, dimensions and permissible tolerances; mesh shall be undamaged, connections complete, faces reasonably even, and rock densely packed. Nonconforming work shall be repaired, reconstructed or replaced at the Contractor's cost and retested.

Final acceptance is subject to satisfactory inspection after rainfall where practicable, correction of settlement or erosion, removal of temporary works and submission of complete quality records.

11. Safety, Traffic and Environmental Controls

The Contractor shall implement the approved health and safety plan and task-specific risk assessments. Particular controls shall address lifting operations, pipe rolling, trench collapse, confined or restricted spaces, mobile plant, work near traffic, flooding, concrete burns, wire cuts and manual stone handling. Lifting equipment shall be certified and operated by competent personnel. No person shall work beneath suspended loads or in an unsupported excavation.

Traffic accommodation shall maintain safe access for road users, pedestrians, residents and emergency services. Excavations shall be barricaded, signed, illuminated where required and covered or backfilled when unattended where practicable.

Environmental controls shall prevent sediment, concrete wash water, fuels, litter and excavated spoil from entering watercourses or stormwater systems. Clean and dirty water shall be separated. Refuelling and chemical storage shall occur in controlled areas. Disturbed areas shall be stabilised promptly, and work shall be programmed to limit exposure before forecast rainfall. Flora, property and watercourse banks outside the approved footprint shall not be disturbed.

12. Measurement and Payment

Unless the bill of quantities states otherwise, quantities shall be measured from approved completed work. Tendered rates shall include all labour, supervision, plant, transport, wastage, temporary works, protection, testing, quality records, overheads and incidentals required by this specification.

Item	Typical unit	Rate to include
Collection	and m or No.	Depot coordination, inspection, loading,

transport of Employer-supplied pipes		securing, haulage, off-loading, storage, custody and handling.
Pipe trench excavation	m ³	Excavation by material/depth category, trimming, support where scheduled, keeping excavations safe, and disposal or stockpiling as specified.
Dewatering	sum or day	Pumping, diversion, settlement control, discharge arrangements and maintenance of dry working conditions.
Bedding and selected fill	m ³	Supply where required, placing, shaping, moisture conditioning, compaction and testing.
Install stormwater pipe	m by diameter/class	Cleaning, laying, line and level control, jointing, socket holes, temporary caps and protection; pipe supply excluded where issued by Employer.
Headwall, wing wall, apron or cut-off wall	m ³ , m ² , t or No.	Excavation, foundation preparation, concrete or masonry, reinforcement, formwork, joints, weepholes, finishing, curing and backfill as itemised.
Gabion baskets	m ³	Mesh units, diaphragms, lacing, bracing, assembly, rock supply, hand packing, filling, closing, tying and tie-ins.
Gabion mattresses	m ² or m ³	Complete mattress system, rock fill, bracing, lids, keying and transitions.
Geotextile filter	m ²	Supply, preparation, placement, overlaps, anchorage, cutting, protection and wastage.
Reinstatement	m ² , m ³ or sum	Replacement of pavement, kerbs, channels, paving, verge, topsoil, vegetation and affected property.

No separate payment shall be made for replacing materials damaged through the Contractor's handling, correcting defective work, maintaining temporary drainage, routine survey control, cleaning, or complying with hold points unless a dedicated item appears in the bill of quantities.

13. Completion and Handover

Before handover, the Contractor shall clean and flush the drainage system where approved, remove debris and temporary diversions, reinstate disturbed areas, and confirm that all inlets, pipes, headwalls, aprons and gabions are stable and freely draining.

The handover dossier shall include:

During the defects-liability period, the Contractor shall rectify settlement, erosion, scour, blocked outlets, displaced rock, broken lining, cracking, leakage or other defects attributable to materials or workmanship.

14. Project-Specific Data to Be Completed Before Tender or Construction

The Employer or Engineer shall complete the following particulars in the project specification and drawings: pipe material, diameters, classes and quantities available at the depot; depot address and collection procedures; haul distance; design return period and hydraulic criteria; pipe routes and invert schedules; bedding classes; minimum cover; trench support assumptions; compaction requirements; concrete strength, exposure class and cover; reinforcement details; headwall types; gabion dimensions, mesh/coating and rock grading; geotextile class; permitted disposal sites; environmental constraints; testing frequencies and tolerances; traffic requirements; and bill-of-quantities item coverage.



Mr S V MNGADI
SNR MANAGER: PWBS



MR.N.C VEZI
MUNICIPAL MANAGER

CERTIFICATE OF ACKNOWLEDGEMENT

This is to certify that I _____

Representing _____

In the company of a representative of Dr Nkosazana Dlamini Zuma Municipality I carefully examined the document and have made myself familiar with all the requirements.

I further certify that I am satisfied with all the description for appointment of service provider for **installation of stormwater pipes & construction of headwalls in ward 2,3,7,11 and 12** to Dr. Nkosazana Dlamini-Zuma Municipality by the said representative.

BIDDERS SIGNATURE

REPRESENTATIVE OF THE MUNICIPALITY

**OFFICIAL DR
NKOSAZANA
DLAMINI ZUMA
MUNICIPALITY
STAMP**

AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category and attach any supporting documentation to the relevant schedule.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. CERTIFICATE FOR COMPANY

I,....., chairperson of the board of directors of..... hereby confirm that by resolution of the board (**copy attached**) taken on..... 20....., Mr/Ms..... acting in the capacity of , was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company

As witnesses:

- | | | |
|----------|------------------------|-------|
| 1. _____ | Signature: Sole owner: | _____ |
| 2. _____ | Date: | _____ |

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2.....

B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key-partners in the business trading as hereby authorize Mr/Ms, acting in the capacity of _____ to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all

documents in connection with this tender and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. CERTIFICATE FOR SOLE PROPRIETOR

I, _____ hereby confirm that I am the sole owner of the business trading as

As witnesses:

1. _____ Signature : Sole owner : _____
2. _____ Date : _____

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

hereby authorize Mr/Ms

acting in the capacity of , to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-members upon who rests the direction of the affairs of the Partnership as a whole.

D. RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Resolution of a meeting of the Board of Directors/Members/Partners* of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____(place) on _____(date)

Resolved that:

1. The Enterprise submit a Bid/Tender, in consortia/joint venture with the following enterprise.

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortia/joint venture)

To the Employer and for the work explained in the Scope of Work.

Tender No: _____(Tender Number as per Tender Document)

2. Mr/Mrs/Miss/Ms*: _____

in his/her* capacity as: _____(position in the Enterprise)

and who will sign as follows: _____

be, and us hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with the relating to the consortium/joint venture, in respect of the project described under Item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture/consortium deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under Item 1 above.

The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture/consortium agreement and the Contract with the Employer in respect of the project under Item 1 above.

Physical Address: _____

Postal address: _____

Telephone: _____

Fax: _____

Email: _____

	NAME	Enterprise	Capacity	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Note: 1. * Delete which is not applicable

This resolution must be signed by all the Directors/Members/Partners of the Budding Enterprise Should the number of Directors/Member's/Partners exceed the space available above, additional names and signature must be added on a separate page.

Signed:

As Witnesses: 1.....

2.....

DATE:

FORM A: RELEVANT EXPERIENCE

The Bidder shall enter in the spaces provided below a list of relevant experience with similar projects.

NB: Failure to provide the necessary information will compromise the proposal.

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:..... Person:..... Tel.:..... Fax:.....			
Client:..... Person:..... Tel.:..... Fax:.....			
Client:..... Person:..... Tel.:..... Fax:.....			
Client:..... Person:..... Tel.:..... Fax:.....			

FORM B: KEY PERSONNEL

The Tenderer shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae, which specifically address the questions posed in the Point Scoring Check for Functionality, including the relevant certificates, to support the stated information must be included in the proposal together with a copy of this form.

Designation	Name	Qualification	Years' Experience
Contract Manager			
Site Agent			
Foreman			

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the **project manager, site agent** and **foreman**. The information is necessary for evaluation of the tender.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

CURRICULUM VITAE OF KEY PERSONNEL

CONTRACTS MANAGER

Name:	Date of birth:
Profession:	Nationality:
Qualifications and year obtained:	
Professional Institution and Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
No. of years' Experience as Contracts Director:	
<u>Employment History:</u>	
<u>Experience Record Pertinent to Required service (Road Surfacing/Rehabilitation):</u>	

Certified copies of qualifications are to be attached to this schedule.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....
DATE

CURRICULUM VITAE OF KEY PERSONNEL

CONTRACTS SITE AGENT

Name:	Date of birth:
Profession:	Nationality:
Qualifications and year obtained:	
Professional Institution and Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
No. of years Experience as Contracts Manager:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service (Road Surfacing/Rehabilitation):</u>	

Certified copies of qualifications are to be attached to this schedule.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

CURRICULUM VITAE OF KEY PERSONNEL

CONTRACT SITE FOREMAN

Name:	Date of birth:
Profession:	Nationality:
Qualifications and year obtained:	
Professional Institution and Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
No. of years Experience as Site Agent:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service (Road Surfacing/Rehabilitation):</u>	

Certified copies of qualifications are to be attached to this schedule.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....
DATE

REQUEST FOR BID: INSTALLATION OF STORMWATER PIPES & CONSTRUCTION OF HEADWALLS IN WARD 2,3,7,11 AND 12

EVALUATION CRITERIA

1st stage of evaluation:

- **Mandatory documents**
- Only Bidders who complies with all the required mandatory documents will qualify for stage two of the evaluation

2nd stage of Evaluation

- **Ability and Capability = 75 points**
- Only Bidders who will achieve a score of 60% and more of the total available points will qualify for stage three of the evaluation.

3rd stage of evaluation

- **Price and Preference**
 - Price **80 points**
 - Specific Goals **20 points**
 - Total **100 points**

EVALUATION Stage 2: ABILITY AND CAPABILITY

The criteria to be used to evaluate the proposals for ability and capability (stage 1) will be as follows:

Relevant Experience of Enterprise	= 35
Experience of Key Personnel	= 40
Total points	= 75

Key Aspect of Criterion	Basis for Points Allocation	Max Points	Verification Method
Relevant Experience of the Contractor in installation of storm water pipes and construction of head walls and Gabions.	3 x Successfully Completed Installation of storm water pipes/ causeways and construction of head walls and gabions, each project must have minimum contract value of R 300 000,00.	35	• Appointment Letter and. • Letter of Reference • Completion certificate
	2 x Successfully Completed Installation of storm water pipes/ causeways and construction of head walls and gabions, each project must have minimum contract value of R 300 000,00.	20	• Appointment Letter and. • Letter of Reference • Completion certificate
	1 x Successfully Completed Installation of storm water pipes/ causeways and construction of head walls and gabions, each project must have minimum contract value of R 300 000,00.	10	• Appointment Letter and. • Letter of Reference • Completion certificate

KEY PERSONNEL			
Qualifications and CV's of Contract Manager	National Diploma in Civil Engineering or Project Management with 3 years' experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each projects.	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 2 years' experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each projects.	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 1 years' experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each project.	5	Certified copy of qualification to be attached with detailed CV
Qualifications and CV's of Site Agent	National Diploma or N4 in Civil Engineering with 3 years' experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each project.	15	Certified copy of qualification to be attached with detailed CV
	National Diploma or N4 in Civil Engineering with 2 years' experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each project.	10	Certified copy of qualification to be attached with detailed CV
	National Diploma or N4 in Civil Engineering with 1 years' experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each project.	5	Certified copy of qualification to be attached with detailed CV
Qualifications and CV's of Site Foreman	5 or more years of experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each project.	15	Detailed CV to be attached with clear experience and reference
	4 -3 years of experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each project.	10	Detailed CV to be attached with clear experience and reference
	1 -2 years of experience in Installation of storm water pipes/ causeways and construction of head walls and gabions, each project.	5	Detailed CV to be attached with clear experience and reference

**REQUEST FOR BID: INSTALLATION OF STORMWATER PIPES & CONSTRUCTION OF HEADWALLS IN WARD 2,3,7,11 AND 12
CERTIFICATES OF GOOD STANDING**

The bidder shall attach to this page the following:

COMPULSORY DOCUMENTS	TICK
a) Proof of registration with CSD- starting with (MAAA)	
b) Joint Venture Agreement (if necessary) N.B Service provider to attach CIPC and CSD document the following MBD forms are compulsory and must be fully completed MBD1,4,8 and 9	
c) Form of offer fully completed	
d) Briefing register must be signed by service provider	
e) Signed certificate of acknowledgement (NDZ stamped and signed by both service provider and municipal official)	
f) MBD 1,4,8 and 9 must be fully completed	
g) Active CIDB Certificate for 3CE or Higher	
a) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days Or - Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order. Or - Attach exemption letter from the relevant municipality Or - Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned. Or h) Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse.	

NB: Failure to submit the above documents will render your Bid to be disqualified

DOCUMENTS TO BE SUBMITTED	TICK
b) Copies of CK Documents / Sole proprietary	
c) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
d) Certified copies of Identification documents of all members/directors of the entity	

e) N.B: Digital Forms are obtained from our website : www.ndz.gov.za under SCM section must be fully completed.		
f) MBD 6.1 must be fully completed		
g) Specific Goals supporting documents:		
Company operating within the Jurisdiction Dr NDZ LM	CIPC Document reflecting NDZ company physical Address	
Company operating within the jurisdiction of Harry Gwala District Municipality	CIPC Document reflecting Harry Gwala District Municipality company physical Address	
Company operating within the jurisdiction of KwaZulu-Natal Province	CIPC Document reflecting KwaZulu-Natal Province company physical Address	
Company operating outside of KwaZulu Natal Province	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address	
Company 100% owned by black South African	Summary of CSD reflecting Race	
Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender.	
Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender.	
Company 60% owned by South African with disability	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate	

INDIVIDUAL SHAREHOLDERS TAX NUMBERS

NAME OF SHAREHOLDER	TAX NUMBER

**INSTALLATION OF STORMWATER PIPES & CONSTRUCTION OF HEADWALLS IN
WARD 2,3,7,11 AND 12**

MBD 3 - PRICING SCHEDULE

Item	Description	Unit	Quantity	Rate	Amount
C3.2	Culverts				
C3.2.1	Excavation				
a)	0 m to 1,5 m	m ³	779		
b)	Exceeding 1,5m and up to 3,0m	m ³	230		
C3.2.1.2	Excavating soft material 0m to 1,5m below the surface level using labour enhanced construction methods	m ³	150		
C3.2.1.5	Extra-over for excavation in existing road layers irrespective of depth	m ³	150		
C3.2.2	Backfilling				
C.3.2.2.1	using the excavated material	m ³	300		
C.3.2.2.2	using imported selected material				
a)	from commercial sources (G5 or G7)	m ³	240		
b)	from sources on site (G7)	m ³	240		
C3.2.3	Concrete pipes				
C3.2.3.3					
a)	Handle and lay Socket and Spigot Joint 600 mm diameter pipes on Class C bedding.	m	160		
b)	Handle and lay Socket and Spigot Joint 900 mm diameter pipes on Class C bedding.	m	10		
C3.2.13.1	Removing without stacking existing culverts for re-use (600mm diameter circular concrete pipes)	m	10		
C3.2.24	Compaction of bedding for inlets and outlets.				

C3.2.24.1	Preparation and compaction of in situ bedding material to 90% of MDD (150mm)	m ³	125		
C3.2.15	Manholes and catch pits, with prefabricated elements				
C3.2.15.2 (a)	Prefabricated roofs: Remove the existing 1.3m wide, 2.5m long and 100mm thick with 2x600mm circular openings, reinforced concrete manhole roof, supply and re-install a new one.	No.	1		
C3.2.16	Brickwork				
C3.2.16.1	Construct inlets and outlets for 600mm and 900mm diameter pipes using 115mm thick common bricks, with concrete splitter blocks at every outlet.	m ²	220		
C3.2		Total carried forward			

Item	Description	Unit	Quantity	Rate	Amount
C3.1	Drainage				
C3.1.18	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
LIC23.04	Cast in situ concrete chutes (measured by components)				
	a) Concrete	m ³	12		
	1) Class 20/19				
	b) Formwork	m ²	100		
	2) F2 finish				
LIC23.07	Trimming of excavation for concrete open lined drains	m ²	60		
		m ²	15		
	a) In soft material				
	b) In hard material	m ³	8		
LIC23.08	Concrete linings for open drains				
	1) Cast in situ concrete grade 25MPa/20mm				
	Formwork to cast in situ concrete lining for open drains Class F2	m ²	100		
23.09	b) To side with formwork on				
	c) both internal and external faces (each face measured)	m ²	100		
	c) To ends of slabs				
23.10	Sealed joints in concrete linings of open drains				
	a) Polysulphide sealant	m	50		
23.12	Steel reinforcing				
	a) Mesh wire REF 245	ton	0.31		
C3.1		Total carried forward			

Item	Description	Unit	Quantity	Rate	Amount
C11.2	Non-Structural Gabions				
C11.2.3	Supply and install gabion rock-filled boxes with geotextile fabrics	Provisional Sum	sum		R 200 000.00
C11.2				Total carried forward	R 200 000.00

Item	Description	Unit	Quantity	Rate	Amount
C11.6.1	Road signboards				
C11.6.1.1	Supply and install permanent W401 and W402 aluminium sheet (2,0 mm thick), retro-reflective hazard road signs on timber treated poles	Provisional Sum	sum		R 30 000.00
C11.6.1				Total carried forward	R 30 000.00

Installation of Stormwater Pipes and Construction of Headwalls in Ward 2,3,7,11 and 12.

Item	Description	Amount
C3.1	Drainage	
C3.2	Culverts	
C11.2	Non-Structural Gabions	R 200 000.00
C11.6.1	Road signboards	R 30 000.00
	Sub-total	
	Add 15% VAT	
	Add 10% contingencies	
	Total	

Summary

NB: The duration of this project is 4 months, and the rate for local labour is R185.00 per person per day.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
 - 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders' members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state?..... **YES / NO**
 - 3.8.1 If yes, furnish particulars.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1If yes, furnish particulars.

.....
.....

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

3.11.1If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	(20)
Company operating within the Jurisdiction Dr NDZ LM	10
Company operating within the jurisdiction of Harry Gwala District Municipality	5
Company operating within the jurisdiction	2

of KwaZulu-Natal Province	
Company operating outside of KwaZulu Natal Province	0
Company 100% owned by black South African	2.5
Company 60% owned by black South African women	2.5
Company 100% owned by black South African youth	2.5
Company 60% owned by South African with disability	2.5
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”**
means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	
Company 60% owned by South African with disability	2.5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	
	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect: I
 certify, on behalf of: _____ that:
 (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. How-ever communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to quotations and contracts, quotations that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Position

.....

Name of bidder

.....

Date

AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

A: Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

BID NO: PWBS-B019/26/27 - INSTALLATION OF STORMWATER PIPES & CONSTRUCTION OF HEADWALLS IN WARD 2,3,7,11 AND 12

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this apart of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....

.....

..... Rand (in words);

R (in figures),

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature:

Name: *(in capitals)*.....

Capacity of Signatory:.....

Name of Tenderer *(organisation)*:

Address:

.....

Tel:..... Fax:

Witness:

Signature:.....Name:

Date:

Failure to complete and sign this form will invalid your bid

B: Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

- Pricing data

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, ***this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document***, including the schedule of deviations (if any). Unless the tenderer within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organization):

Address:

.....

.....

Witness:

Signature: **Name:**

Date:

CONDITIONS OF CONTRACT

Contract No. _____

Name of Contract: _____

entered into between

Name of Institution

herein represented by _____

in his/her capacity as _____

and

Name of Vendor

Registration Number

herein represented by _____

in his/her capacity as _____

and duly authorized by resolution dated _____

a copy of which is annexed hereto marked _____

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Section A

General Conditions of Contract

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 quotations.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, 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 Vendor 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 with 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's 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 Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad markets 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 Vendor and not involving the Vendor'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 Vendor 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 Vendor 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 supplies 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/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 Institution purchasing the goods/works and/or service.
- 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 Vendor covered under the contract.
- 1.25 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all quotations, contracts and orders including quotations for functional and professional services, 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 Vendors, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract Document and Information; Inspection

- 5.1 The Vendor 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 Vendor 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 Vendor 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 Vendor's performance under the contract if so required by the Purchaser.

- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 5.5 The Vendor 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. Patent Rights

- 6.1 The Vendor 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.

7. Performance Security

- 7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.
- 7.2 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.
- 7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

- 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 23 of GCC.

9. Packaging

- 9.1 The Vendor 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 and 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, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.
- 10.2 Documents to be submitted by the Vendor are specified in SCC.

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 in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

- 13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) 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 Vendor of any warranty obligations under this contract;
 - e) training of the Purchaser's personnel, at the Vendor's plant; and /or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

- 14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:
- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. 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 Vendor 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 Vendor 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 Vendor, 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 in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.

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

16. Payment

- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
- 16.2 The Vendor 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 Vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontractors

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

21. Delay in Vendor's Performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor 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 Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor'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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies 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 Vendor'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 Vendor.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/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 Vendor, may terminate this contract in whole or in part:
- a) if the Vendor 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;

- b) if the Vendor fails to perform any other obligation(s) under the contract; or
- c) if the Vendor, in the judgment 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 and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor 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 Vendor by prohibiting such Vendor 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 Vendor or any person associated with the Vendor, the Vendor 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 Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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:
- (i) the name and address of the Vendor and / or person restricted by the Purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of Vendors 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. Anti-Dumping and Countervailing Duties and Rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 vendor 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 as a result of an event of Force Majeure.

- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on Insolvency

- 26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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 Vendor 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 Vendor 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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 Vendor any monies due the Vendor.

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 Vendor 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 Vendor to pay penalties and/or damages to the Purchaser; and

b) the aggregate liability of the Vendor 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 in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the Vendor 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 Vendor 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 Vendor 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

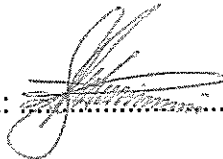
34. Prohibition of Restrictive Practices

- 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.
- 34.3 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.

This is to certify that I have read and checked this document and it is in line with National and Provincial Treasury Requirements/Regulations.

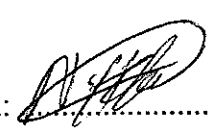
Prepared by:

CHAIRPERSON OF BSC: ...Z.L. Dlamini.....

SIGNATURE: 

DATE:

MANAGER SUPPLY CHAIN MANAGEMENT: 

SIGNATURE: 

DATE:.....