

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
MRS D. N. GAMBU

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

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION

1. SECTION 1 – APPLICATION OF ROAD TRAFFIC
2. MARKINGSSECTION 2 – SUPPLY AND INSTALLATION OF
ROAD STUDS

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

Tenders contained in sealed envelopes and marked with “**Contract No. SCM 50 of 20/21**” and the **Contract Description** must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201, not later than **12h00 on Thursday, 01 April 2021** when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

THE MSUNDUZI MUNICIPALITY
TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

| No. | Description | <u>Tenderer to Tick (√)</u> | <u>For Official Use Only</u> | |
|-----|--|-----------------------------|------------------------------|--|
| 1 | Has the Tender Document been completed in INK and all corrections counter-signed? (No correction fluid used) | | D | |
| 2 | Has all tendered rates been priced in INK and corrections counter-signed? (No correction fluid used) | | D | |
| 3 | Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form? | | | |
| 4 | Has all information as required in terms of the Tender Document been submitted with the tender? | | D | |
| 5 | Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting? | N/A | D | |
| 6 | Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)? | | D | |
| 7 | Has the "Tender Form" been completed and signed? | | D | |
| 8 | Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017" been completed in its entirety and signed? | | | |
| 9 | As an EME , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document? | | | |
| 10 | As a NON-EME , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document? | | | |
| 11 | Is a valid Original Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided? | | D | |
| 12 | Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document? | | D | |

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

Name of Tenderer : _____

Signature : _____

Date : _____

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

**APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.**

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| 9.1 | Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement. | |
| 9.2 | The Tender Notice appeared in The Ilanga newspaper and on Council's website on Monday, 01 March 2021. | |

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

TENDER NOTICE

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced contractor for the application of road traffic markings and supply and installation road studs within the Msunduzi Municipality's area of jurisdiction.

Only Contractors who have a CIDB grading of 2SK or higher will be considered for appointment.

Tender documents will be made available to tenderers from **14h00 on Friday, 5th March 2021.**

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R568.10 (including VAT)** for each document drawn. Only cash, bank guaranteed cheques or EFT payments will be accepted. **A copy of the Tender Deposit Receipt must be attached to the tender document (if purchased at the Municipality).**

Tenders must be submitted both in hard copy and on CD/USB flash Drive contained in sealed envelopes and marked with "Contract No. SCM 50 OF 20/21" with the Contract Description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, not later than **12h00**, on Thursday, **01 April 2021**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

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

SECTION 1 – APPLICATION OF ROAD TRAFFIC MARKINGS

| No. | Evaluation Criteria | Maximum Points |
|---|--|------------------------|
| 1 | Number of road marking projects successfully completed | 20 Points |
| 2 | Drive on equipment owned by the Tenderer for Thermo Plastic | 20 Points |
| 3 | Drive on equipment owned by the Tenderer for Reflective Painting | 20 Points |
| 4 | Experience of team leader / supervisor in working similar nature | 20 Points |
| Total Functionality Points | | 80 Points |
| Threshold to Qualify for Stage Two | | 70% (56 Points) |

SECTION 2 – SUPPLY AND INSTALLATION OF ROAD STUDS

| No. | Evaluation Criteria | Maximum Points |
|---|---|------------------------|
| 1 | Number of similar projects successfully completed | 20 Points |
| 2 | Experience of team leader / supervisor in work of a similar nature. | 20 Points |
| Total Functionality Points | | 40 Points |
| Threshold to Qualify for Stage Two | | 70% (28 Points) |

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

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MR. M.P KHATHIDE: CITY MANAGER

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

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

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

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

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

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

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

3. SUBMISSION OF TENDERS

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

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

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

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

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

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

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

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

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

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

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

5. IMPORT PERMITS

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

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

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

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

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

Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from

08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD. For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

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

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

| | |
|---|--|
| CSD Supplier Number | |
| Unique Registration Reference Number | |

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

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

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

| | |
|---|--|
| CSD Supplier Number | |
| Unique Registration Reference Number | |

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all

costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc., unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

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

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

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

10. ACCEPTANCE OF ANY TENDER

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

Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

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

No formal agreement will be signed.

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

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

11. DOMICILIUM CITANDI ET EXECUTANDI

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

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

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

12. DATA SHEETS

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

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council may not make any award to a person:-

- (a) who is in the service of the state ;
- (b) if that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) who is an advisor or consultant contracted with the municipality or municipal entity.

14. MUNICIPAL FEES

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

15. APPEALS AND/OR OBJECTIONS

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply: -

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

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

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

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

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

Tenderers who have submitted a valid and original or certified copy of their B-BBEE

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

| | |
|---------------------|--|
| Contract No. | |
|---------------------|--|

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

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

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

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

18. ADJUDICATION CRITERIA

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

19. COMBATIVE TENDERING

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

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;

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

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

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

The following definitions shall apply:-

"Council" means the Msunduzi Municipality.

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

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

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

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

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

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

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

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

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

"SARS" means the South African Revenue Services.

2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the specification and shall be subjected to such tests, carried out

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

3. SAMPLES FOR QUALITY CONTROL

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

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

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

4. REMOVAL OF IMPROPER MATERIALS

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

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

5. QUANTITY

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

6. DELIVERY

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

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

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

7. PENALTY FOR LATE DELIVERY

Upon any delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased and the tendered price. The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise

payable to the Contractor in respect of materials or services already delivered under this or any other contract.

8. TERMINATION OF THE CONTRACT

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

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

9. TERMS OF PAYMENT

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

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

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

10. PRICE ADJUSTMENT/ESCALATION

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

$$E = V \times \frac{(I_e - 1)}{I_o}$$

Where:

- E = the amount of adjustment
- V = tendered price/value
- I_e = index applicable at the invoice date, and

lo = the base index

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

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

- (b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.
- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **March 2017** regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is: _____

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

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

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

11. **GOVERNMENT CONTROLLED PRICES**

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

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

12. **FORWARD COVER**

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

13. INSURANCE AND RAILAGE RATES ETC

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

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

14. ASSIGNMENT AND SUBLETTING

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

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

15. SECRECY OF INFORMATION

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

16. LAW TO APPLY

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

17. PATENT RIGHTS

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

18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for sequestration of the Contractors estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of the Contractors estate, or if the Contractor shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Contractors creditors, or purport to do so, or if the Contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the

contract without payment of any compensation to the Contractor, and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

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

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

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

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

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

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

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

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

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

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

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

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

2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).

2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.

2.3.3 The Mandatory shall cause all such records to be examined by a Safety

Committee in terms of Clause 10 (3) of the GAR.

2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.

2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

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

- a) the address of the premises on which such work will be carried out;
- b) the nature of such work;
- c) the date on which it is expected that such work will be commenced; and
- d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR

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

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

3.1 Contractors are required to register as employers in terms of the COID Act.

3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.

3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

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

4.1 Contractors are required to register as employers in terms of the LR Act.

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

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

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

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

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

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

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

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

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

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

8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 NON-COMPLIANCE

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

9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

DEFINITIONS

The following definitions apply:-

"Council" means The Msunduzi Municipality.

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

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

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

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

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

"Contract Document" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

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

"The Tender" means the written offer made by the Service Provider to the Council.

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

"SARS" means the South African Revenue Services.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

SPECIFICATION

1.0 SCOPE OF CONTRACT

The scope of contract calls for the application of road traffic markings within the Msunduzi Municipality's area of jurisdiction as described in Proclamation No. LG 67 and published in the Kwa Zulu Natal Provincial Gazette dated 1 February 1995 (as amended), on an as and when required basis for three (3) years commencing from the date of the award.

Only Contractors who have a CIDB grading of 2 SK or higher will be considered for appointment.

Further information may be obtained from Mr. N Naidu on Tel. No. 033 - 392 5153/5365.

2.0 SPECIFICATION FOR SECTION 1 – APPLICATION OF ROAD TRAFFIC MARKINGS

This specification describes the traffic marking system, which consists of a liquid pavement marking, composite optical elements and glass beads and can be applied over existing markings on bituminous and cement concrete pavements.

The liquid pavement marking binder shall be Waterborne or two-component liquid pavement markings that shall be applied using a spray method, followed immediately **by a double drop application of composite optical elements and glass beads.**

Thermoplastic liquid pavement markings shall be applied using a spray method, followed immediately **by a double drop application of composite optical elements and glass beads.**

The resulting traffic marking system shall comprise a stripe of specified thickness, length, and width that is retroreflective under both dry and wet conditions and capable of resisting deformation by traffic

All markings must conform to the SADC ROADS TRAFFIC SIGNS MANUAL and paint being used must be in accordance with SANS 731.

The tenderer has to make sure that the quality of the paint to be used meet the correct specification as per the detailed specification below and SABS 731, also ensure that the road markings and paint application procedure is in accordance with SADC ROADS TRAFFIC SIGNS MANUAL. Therefore the paint should at least last for 6 months before fading away, otherwise the tenderer will have to repaint at his own costs.

SECTION 1 – MATERIALS DESCRIPTION

CONSTRUCTION

The All Weather Pavement marking shall be constructed of a durable white and or yellow liquid pavement marking binder with reflective media adhered to it.

The reflective media shall consist of glass beads and composite optical elements.

2.1.1 PAINT

a) **Road Marking Paint**

- (i) The road marking paint shall comply with the requirements of SABS 731 and TT-P-1952E Types I & II.
- (ii) Paint should be a fast-drying water-based or solvent-based paint, of a high solid content, suitable for application by airless or atomized equipment.
 - (a) % Solid content: 70% minimum
 - (b) % Total solids volume: 58% minimum
- (iii) The paint shall be delivered at the site in sealed containers bearing the name of the manufacturer and the type of paint.
- (iv) The viscosity of the paint shall be such that it can be applied without being thinned down.

b) **Retro-reflective Road Marking Paint**

Retro-reflective road marking paint shall comply with the requirements of CKS 192 and SABS 731

2.1.2 Thermoplastic/sprayplastic Road Markings

White Sprayplastic requirements:

- (i) White: Complies with chromaticity co-ordinates of EN1871 Table 2
- (ii) Luminance: $\beta = 0.75$ minimum EN 1871 Table 5
- (iii) Retro-reflectivity: 100 min dry time (EN 1436)
- (iv) Glass bead content: 20 minimum
- (v) Drying time: 2mins.

Yellow Sprayplastic requirements:

- (i) Yellow: Complies with chromaticity co-ordinates of EN1871 Table 2
- (ii) Luminance: $\beta = 0.45$ minimum EN 1871 Table 5
- (iii) Retro-reflectivity: 80 min dry time (EN 1436)
- (iv) Glass bead content: 20 minimum
- (v) Drying time: 2mins.

2.1.3 Flow resistance

As per EN1436, EN1871

Spray plastic shall comply with the requirements of specification BS 3262, 1987, Part 3.

The material shall consist of a light coloured aggregate, pigment and extender, bound together with a thermoplastic resin, plasticised as necessary.

The approximate composition of the material as laid is dependent on the appropriate specification, but for example shall be:

| | |
|----------------------|----------|
| Aggregate | 40 parts |
| Solid glass beads | 20 parts |
| Pigment and extender | 20 parts |
| Binder | 20 parts |

The proportioning of the various ingredients shall be such that the material, when in a molten state, can be sprayed readily onto the road surface to give a line of good definition.

2.1.4 Cold Plastic Screed (MMA)

| REQUIREMENTS PROPERTY | TESTING METHOD | SPECIFICATION | | CLASS |
|---|--------------------------------------|--------------------|--|------------------------------------|
| 1. | No-pick-up drying time | UNE 135202 | t \leq 30 minutes | t \leq 30 minutes |
| 2. | Colour (chromaticity co-ordinates) | UNE 48073-2 | co-ordinates x, y within the region defined in | x, y within the region defined for |
| UNE 135200-2 for the white colour | | white colour | | |
| 3.Luminance factor | UNE 48073-2 | $\beta \leq 0,80$ | LF6 | $\beta = 0,82$ |
| 4. | Accelerated ultraviolet ageing | UNE-EN 1871 (UV-B) | variation in $\beta \leq 0,05$ | UV1 |
| x, y within the region for its colour without superficial anomalies, or defects | | | | |
| 5. | Alkali resistance (in case of direct | UNE-EN 1871 | without deterioration of the surface | without deterioration of surface |

2.1.5 REFLECTIVE MEDIA

The All Weather Pavement Marking shall have reflective media made of reflective composite optical elements and glass beads designed for double drop-on application. The reflective media shall conform to the requirements described below.

2.1.6 COMPOSITE OPTICAL ELEMENTS

The composite optical elements shall be constructed of either clear or yellow tinted microcrystalline ceramic beads bonded to opacified cores.

- The microcrystalline ceramic elements shall perform under dry and wet road condition
- The “dry-performing” microcrystalline ceramic bead components of the composite elements shall have a minimum index of refraction of 1.9 when tested using the liquid oil immersion method.
- The “wet-performing” microcrystalline ceramic bead components of the composite elements shall have a minimum index of refraction of 2.4 when tested using the liquid oil immersion method.

- The Microcrystalline ceramic reflective elements, as supplied by the manufacturer, shall resist surface corrosion (acid resistance) when exposed to a 1% solution (by weight) of sulfuric acid.
- The Microcrystalline ceramic reflective elements, shall conform to the grading as Mass Percent Element Passing, see table below

Table 1. Element Gradation

| US Mesh | Micron | Mass Percent of Standard Elements Passing ASTM D1214 |
|---------|--------|--|
| 10 | 2000 | 95-100 |
| 14 | 1410 | 0-40 |
| 20 | 850 | 0-5 |

The retroreflective values of the microcrystalline elements shall be as listed below

Initial reflectance values

| Property/test method | Series Dry, Dry E, Dry M | Series 50, 50E, 50M | Series 90, 70E, 70M | Series Wet, Wet E, Wet M |
|---|----------------------------|---------------------------|---------------------------|---------------------------|
| Retroreflectivity, Dry Average ASTM E1710 | White: 1250 Yellow: 900 | White: 700 Yellow: 525 | White: 500 Yellow: 375 | N/A |
| Retroreflectivity, Wet Recovery Average ASTM E2177 | N/A | White: 275 Yellow: 225 | White: 375 Yellow: 300 | White: 425 Yellow: 325 |
| Retroreflectivity, Wet Continuous Average ASTM E2832 | N/A | White: 200 Yellow: 150 | White: 275 Yellow: 225 | White: 325 Yellow: 250 |

Composite optical elements for use with two-component liquid binders shall be **surface treated** to optimize their embedment and adhesion properties.

2.1.7 GLASS BEADS

- The required second drop, glass beads, shall have an index of refraction of 1.5 when tested by the immersion method at 25°C.
- The glass beads shall be surface treated to optimize their embedment and adhesion with the liquid binder.
- The surfaces of the glass beads shall be free of pits and scratches.

- The glass beads (425 microns) used shall have a minimum crush strength of 30 pounds, in accordance with ASTM D1213.
- At minimum, 15% of the total weight of the glass beads used shall be direct melt glass beads.
- All beads greater than 600 microns (30 US Mesh) in size shall be 85% minimum rounds. Overall rounds shall be 75% minimum, as measured according to ASTM D1155.
- The glass beads shall conform to **one of the bead gradations index described** as per table below

The solid glass beads incorporated in the mixture shall comply with the Class A category of BS 6088 (1981) that is:

| <u>Sieve</u> | | <u>% Retained</u> |
|---------------------|---------|--------------------------|
| 0,18mm | | 0 - 3 |
| 0,850mm | 5 - 20 | |
| 0,425mm | 65 - 95 | |
| Below 0,425mm | | 0 - 10 |

Minimum of spherical beads by number 70%

(i) **Aggregate**

The aggregate shall consist of white silica sand, crushed calcite calcined flint, quartz, or other approved aggregate

(ii) **Luminance**

The luminance factor of white SPRAYPLASTIC shall not be less than 70%.

(iii) **Flow resistance**

The percentage decrease in the height of the cone of SPRAYPLASTIC shall not be more than 25 after testing for 48 hours at 23°C (temperature grade) or 40°C (semi-tropical or tropical grades)

(iv) **Low Temperature Impact Resistance**

SPRAYPLASTIC shall pass the impact test when tested at -10°C (temperature grade) or -1°C (semi-tropical or tropical grades)

(v) **Abrasion Resistance**

The abrasion wear of SPRAYPLASTIC shall typically be less than 0,5g per 100 revolutions.

2.1.8 **COLOUR**

The colours to be used in the execution of the works shall be bright white, yellow, red or black. The choice of colour to be used shall be determined by the Engineer.

The colour of the yellow paint shall match colour number D26 (golden yellow) of CKS 279.

2.1.9 SKID RESISTANCE

Spray plastic shall have a minimum skid resistance of 45 BPN (British portable pendulum number) and retro-reflective paint shall have a minimum skid resistance of 35 BPN.

2.1.10 WEATHER LIMITATIONS

Road-marking shall not be applied to a damp surface or at temperatures lower than 10° or when the relative humidity exceeds 90% or when, in the opinion of the Engineer, the wind strength is such that it may adversely affect the painting operations.

2.1.11 APPLICATION CONDITIONS:

Application shall be done as per the engineers requirements and also the suppliers recommendation

Application shall comply to SADC RTSM requirements

2.1.12 LIQUID BINDER

Follow all liquid binder manufacturer's application condition requirements pertaining to air and surface temperature, moisture levels, and surface preparation.

Liquid binder shall be applied at the proper thickness, per the project plans. The minimum thickness applied, shall be as specified by the engineer or per the manufacturer recommendations for the binder type being applied.

2.1.13 SURFACE PREPARATION

Marking operations shall not begin until all required surface preparation work has been completed and approved by the engineer:

Prior to applying markings, the contractor shall remove any existing markings showing obvious signs of degradation and/or lack of adhesion.

Prior to applying markings, the contractor shall remove all curing compounds from new Portland cement concrete surfaces.

Prior to applying markings, the contractor shall remove all dirt, sand, dust, oil, grease, and any other contaminants from application surfaces.

2.1.14 DIMENSIONS

Reflectorized pavement markings shall be placed only on properly prepared surfaces and in the widths and patterns designated on the contract plans. The contractor shall ensure there is no excessive overspray of the liquid binder. The markings shall be applied in accordance with the "Manual on Uniform Traffic Control Devices" and in accordance with the engineer's plans.

2.1.15 OTHER RESTRICTIONS

The engineer and/or contractor shall determine and define any further restrictions and requirements related to weather and pavement conditions necessary to meet all other

application specifications and produce markings that perform to the satisfaction of the engineer. If the pavement surface contains heavy fines or very large aggregate, which are used in open grade friction courses and stone matrix asphalt mixes, additional surface preparations may be required prior to application of the liquid traffic marking system.

2.2 SPECIFICATION FOR PREFABRICATED PATTERNED PAVEMENT MARKINGS (PPPM)

2.2.1 DESCRIPTION.

Prefabricated Patterned Pavement Markings (PPPM) tapes are durable and highly retroreflective. The tapes have optics that provides retro reflection under both wet and dry conditions.

2.2.2 PREFABRICATED PATTERNED PAVEMENT MARKINGS (PPPM) SHALL MEET THE FOLLOWING CRITERIA:

- The PPPM tape shall have a high-pressure sensitive adhesive with reinforced netting
- The tape shall be durable and conform to the applied surfaces (asphalt and concrete)
- The tape shall have abrasion resistant microcrystalline ceramic beads bonded on highly durable polyurethane topcoat
- The tape's microcrystalline ceramic beads shall have 1.9 refractive index for dry and 2.4 refractive index for wet conditions
- The tape shall have pattern surface that presents near vertical surface to traffic
- The tape shall conform to color for daytime and night time requirement values as shown EN1436/ASTM E 1710. See table 1 and 2.
- The tape shall conform to the initial and retained retro reflectivity as per section 8 and 9.
- The tape shall be highly retroreflective in both wet and dry conditions. See table 3 below.
- The tape shall be weather resistant providing excellent reflectivity and colour retention
- The tape shall have a nominal thickness of 2mm at pattern height.

2.2.3 WARRANTY

- Manufacturer shall provide a warranty bond, under normal traffic condition for a four-year period on longitudinal lines and two years on symbols and legends.
- The municipality may allow a contractor-provided warranty bond in lieu of the manufacturer's bond if all conditions of the manufacturer's warranty including the requirements of this Item are met. In such cases, the contractor is responsible for meeting the warranty requirements. A bond form provided by the municipality shall be used. The municipality may allow substitution of a contractor's bond with a manufacturer's bond after execution of the contract prior to final acceptance.
- The municipality shall not claim for warranty provision of the PPPM if the failure is none other than defective material.

2.2.4 MATERIALS.

PPPM to be used shall meet the requirements of this specification and shall be approved for use by the municipality.

2.2.5 PREPARATION AND APPLICATION.

Equipment used for the pavement preparation and application shall be designed for the type of PPM material selected and approved by the manufacturer.

2.2.6 TESTING EQUIPMENT.

Manufacturer or installing contractor may provide the following equipment if required by the project specification or at the discretion of the manufacturer or installing contractor.

- This shall be considered for performance-based contract or installation.
- Colorimeter. **Colorimeter shall use 45°/0° geometry CIE, D65 Illuminant, 2° standard observation angle meeting the requirements of ASTM E 1347, E 1348, or E 1349.**
- Retroreflectometer. **A portable or mobile retroreflectometer shall meet the following requirements.**
 - a. *Portable Retroreflectometer. A portable retroreflectometer shall meet the requirements of ASTM E 1710.*
 - b. *Mobile Retroreflectometer. A mobile retroreflectometer shall meet the following requirements:*
 - is approved certified by the municipality for project evaluation of retroreflectivity.
 - is calibrated daily, before measuring retroreflectivity on any pavement stripe, with a portable retroreflectometer meeting the following requirements: ASTM E 1710, entrance angle of 88.76°, observation angle of 1.05°, and an accuracy of ±15%;
 - requires no traffic control when retroreflectivity measurements are taken and is capable of taking continuous readings at or near posted speeds

The municipal engineer may require an occasional field comparison check with a portable retro reflectometer meeting the requirements listed above to ensure accuracy.

2.2.7 INSTALLATION

- GENERAL.
 - All markings shall be applied in accordance with the manufacturer's installation instructions and per agency plans and requirements.
- INITIAL PERFORMANCE REQUIREMENTS.

Visual performance evaluations of PPM shall be conducted by the municipality to meet Section 6, Initial Performance Requirements. For markings that do not meet the municipality's visual performance evaluation, the contractor or manufacturer may present test results for color (using a colorimeter) and retroreflectivity (using a retroreflectometer in accordance with

this Item), for the municipality’s use in making acceptance or rejection decisions.

For PPPM not meeting performance requirements, repair or replace until re-evaluation shows the PPPM meet the performance requirements as approved by the municipality.

- **WRITTEN ACCEPTANCE.**

The municipality will provide written acceptance after the initial performance requirements are met. This written acceptance will include the date, location, length, and type of PPPM.

- **INITIAL PERFORMANCE REQUIREMENTS**

Initial performance values shall be measure after in the first week after opening to traffic

- **COLOR.**

PPPM shall conform to highway colors as shown in Table 1 and Table 2. All markings shall be clean of dirt and debris when testing for color.

Table 1 - Daytime Color Requirements

| Color | Daytime Chromaticity Coordinates (Corner Points) | | | | | | | |
|--------|--|------|------|------|------|------|------|------|
| | 1 | | 2 | | 3 | | 4 | |
| | x | y | X | y | X | y | x | y |
| White | .355 | .355 | .305 | .305 | .285 | .325 | .335 | .375 |
| Yellow | .560 | .440 | .490 | .510 | .420 | .440 | .460 | .400 |

Note: Daytime, Geometry – 45/0 (0/45), CIE illuminant D65 and the CIE 1931 (2°) standard observer.

Table 2 – Nighttime Color Requirements

| Color | Nighttime Chromaticity Coordinates (Corner Points) | | | | | | | |
|--------|--|------|------|------|------|------|------|------|
| | 1 | | 2 | | 3 | | 4 | |
| | x | y | X | y | X | y | x | y |
| White | .480 | .410 | .430 | .380 | .405 | .405 | .455 | .435 |
| Yellow | .575 | .425 | .508 | .415 | .473 | .453 | .510 | .490 |

Note: Nighttime, Geometry – observation angle of 1.05° and entrance angle of 88.76°, CIE illuminant A and the CIE 1931 (2°) standard observer.

- **RETROREFLECTIVITY – DRY AND WET CONDITIONS.**

PPPM for longitudinal markings shall meet the minimum dry retroreflectivity values listed in Table 3. The white and yellow markings shall have the following minimum initial retroreflectance values as measured with a portable retroreflectometer meeting the requirements ASTM E 1710. The photometric quantity to be measured shall be coefficient of retroreflected luminance (RL) and shall be expressed as millicandelas per square foot per foot-candle [(mcd ft-2) fc-1]. The metric equivalent shall be expressed as millicandelas per square meter per lux [(mcd m-2) lx-1].

Table 3 Reflectivity Values

| Color | White (380AW) | | Yellow (381AW) | |
|--|-------------------|------------------------------|-------------------|------------------------------|
| | Dry ASTM E1710 | Wet & Rainy ASTM E2832-12 | Dry ASTM E1710 | Wet & Rainy ASTM E2832-12 |
| Entrance Angle ¹ | 88.76° | 88.76° | 88.76° | 88.76° |
| Observation Angle ¹ | 1.05° | 1.05° | 1.05° | 1.05° |
| Coefficient of Retroreflected Luminance [mcd/m ² /lux] | 500 | 250 | 300 | 200 |

Note: The test instrument shall use an Entrance Angle of 88.76° and Observation Angle of 1.05° which represent a simulated driver viewing geometry at a 30-meter distance.

- **PERFORMANCE EVALUATION PROCEDURES.**

Evaluations of color, retroreflectivity, and durability shall be conducted, with appropriate traffic control, as required or directed.

- **COLOR.**

Color shall be inspected visually or measured using 45°/0° geometry CIE, D65 Illuminant, 2° standard observation angle in accordance with ASTM E 1347, E 1348, or E 1349.

- **RETROREFLECTIVITY.**

A visual night inspection shall be made to identify areas of installation which appear to be below the specified minimum retained reflectance values. Unless otherwise shown on the plans, retroreflectivity evaluations of pavement markings shall be conducted with either a portable or mobile retroreflectometer. All measurements shall be made in the direction of traffic flow, except for broken centerline on two-way roadways, where measurements shall be made in both directions. Initial values shall be measure after in the first week after opening to

- **WRITTEN ACCEPTANCE.**

The agency will provide written acceptance after the initial performance requirements are met. This written acceptance will include the date, location, length, and type of PPPM.

2.2.8 MECHANICAL EQUIPMENT FOR PAINTING

The equipment shall consist of an apparatus for cleaning the surfaces, a mechanical road-painting machine and all additional hand-operated equipment necessary for completing the work. The mechanical road-marking machine shall be capable of applying the paint to a uniform film thickness at the rates of application specified hereinafter, without the paint running or splashing. The machine shall further be capable of painting lines of different widths by adjusting the spray jets on the machine or by means of additional equipment attached to the machine.

The machine shall be capable of spraying at a speed of not less than 5,0 km/h and shall be provided with clearly visible amber warning flashing lights which shall always be in operation when the machine is on the road.

2.2.9 MOBILE TRUCK MOUNTED APPLICATORS

Mobile truck mounted applicators shall be capable of traveling at uniform, predetermined speeds over variable road grades to produce uniform applications of striping material following straight lines and normal curves in true arcs. Mobile truck mounted applicators shall be capable of air-blasting pavement application surfaces, applying stripes, and immediately dropping composite optical elements and glass beads in a single pass, at speeds of up to 8 mph (13 km/h).

2.2.10 WALK-BEHIND CART APPLICATORS

Walk-behind cart applicators shall be capable of uniformly applying striping material at walking speeds, following straight lines, and making tight turns on symbols and legends. Mobile equipment must be available to air blast application surfaces immediately prior to hand cart application. Walk-behind carts shall be capable of applying liquid binder and immediately dropping composite optical elements and glass beads in a single pass, at walking speeds.

All mechanical road-marking machines shall be fitted with calibrated instruments that indicate and record the following data :

- (a) Speed travelled during painting operations.
- (b) Quantity of paint used during painting operations.

Further to the above, the machine is to be fitted with all necessary signs, lights, etc. required for the execution of the works.

2.2.11 TRAFFIC LIMITATIONS

Contractors are to note that most of the roads requiring re-marking will be in heavily trafficked areas. The work is to commence at 08h30 prompt and terminate at 15h30 each day. The Contractor must ensure that all personnel and equipment are brought onto site prior to the stipulated starting time and must be removed from site before 16h00. No payment for work undertaken after the stipulated times will be made unless so directed by the Engineer.

2.2.12 SURFACE PREPARATION

Traffic markings shall be applied to new bituminous surfaces only after sufficient time has elapsed to ensure that damage will not be caused to the painted surfaces by volatiles evaporating from the seal. After completion of the seal, no less than 2 weeks or such longer period as may be directed by the Engineer shall elapse before any traffic markings shall be applied. However, the Engineer may, in certain cases, require traffic markings to be painted without waiting for the seal to harden, in which case it shall be done as soon as possible after the instruction has been given.

Before the paint is applied, the surface shall be clean and dry and completely free from any soil, grease, oil, acid or any other material which will be detrimental to the bond between the paint and the surface. The surface where the paint is to be applied shall be properly cleaned by means of watering, brooming or compressed air if required.

Where road markings are to be applied to a concrete pavement, all laitance and loose curing compound shall be removed. Particular care shall be taken to ensure that the surface shall be clean.

2.2.13 SETTING OUT THE ROAD MARKINGS

The lines, symbols, figures or marks shall be pre-marked by means of paint spots of the same colour as that of the final lines and marks. These paint spots shall be at such intervals as will ensure that the traffic markings can be accurately applied, and in no case shall they be more than 1.5m apart. Normally spots of approximately 10.0mm in diameter should be sufficient.

The dimensions and positions of road markings shall be as shown on the drawings or as specified in the appropriate statutory provisions and the Southern African Development Community Road Traffic Signs Manual.

After spotting, the positions of the proposed road markings such as broken lines and the starting and finishing points of barrier lines shall be indicated on the road. These pre-markings shall be approved by the Engineer prior to any painting operations being commenced.

The positions and outlines of special markings shall be produced on the finished road in chalk and shall be approved by the Engineer before they are painted.

Approved templates may be used on condition that the positioning of the marking is approved by the Engineer before painting is commenced.

2.2.14 APPLICATION OF THE PAINT

The figures, letters, signs, symbols, broken or unbroken lines or other marks shall be painted as shown on the drawings or as directed by the Engineer.

Where the paint is applied by machine, it shall be applied in one layer. Before the road-marking machine is used on the permanent works, the satisfactory operation of the machine shall be demonstrated on a suitable site which is not part of the permanent works. Adjustments to the machine shall be followed by further testing. Only when the machine has been correctly adjusted and its use has been approved by the Engineer after testing, may the machine be used on the permanent work. The operator shall be experienced in the use of the machine.

After the machine has been satisfactorily adjusted, the rate of application shall be checked and adjusted if necessary before application on a large scale is commenced.

Where two or three lines are required next to each other, the lines shall be applied simultaneously by the same machine. The paint shall be stirred before application in accordance with the manufacturer's instructions. Paint shall be applied without the addition of thinners.

Where painting is done by hand, it shall be applied in two layers, and the second layer shall not be applied before the first layer has dried out sufficiently. As most road marking paint reacts with the bitumen surface of the road, the paint shall be applied with one stroke only of the brush or roller.

Ordinary road marking paint shall be applied at nominal rate of 0.42 l/m² or as directed by the engineer or proprietary brand paints shall be applied at the rates specified in the project specifications.

SPRAYPLASTIC shall be applied to a thickness of not less than 1,2mm. The rate of application of Sprayplastic shall therefore be applied at a nominal rate of 1,2 litre/m². All screeding of letters, symbols, arrows and transverse markings shall be done by hand or machine and applied to a thickness of not less than 3mm..

Unless otherwise prescribed by the Engineer, the road-marking shall be completed before a particular section of the road is opened to traffic. Each layer of paint shall be continuous over the entire area being painted.

2.2.15 APPLICATION OF THE RETRO-REFLECTIVE BEADS

Where retro-reflective paint is required, the retro-reflective beads shall be applied by means **double drop method using** suitable machine in one continuous operation, immediately after the paint has been applied. The rate of application of the beads shall be 0.8 kg/l of paint or such other rate as maybe directed by the engineer. Machines which apply the beads by means of gravity only shall be used. The beads shall be sprayed onto the paint layer by means of a pressure sprayer.

The composite optical element dispenser for the first drop shall be attached to the striping machine in such a manner that the composite optical elements are dispensed closely behind the binder application device.

The glass bead dispenser for the second drop shall be attached to the striping machine in such a manner that the glass beads are dispensed immediately after the first drop of composite optical elements.

2.2.16 WEATHER LIMITATIONS

Road marking paint shall not be applied to a damp surface or at temperature lower than 10 Degrees Celsius, or when in the opinion of the engineer, the wind strength is such that it may adversely affect the painting operations.

2.2.17 TOLERANCES

Road markings shall be constructed to accuracy within the tolerances given below:

(a) **Width**

The width of lines and other markings shall not be less than the specified width, nor shall it exceed the specified width by more than 10mm.

(b) **Position**

The position of lines, letters, figures, arrows, retro-reflective road studs and other markings shall not deviate from the true position by more than 100mm in the longitudinal and 20mm in the transverse direction.

(c) **Alignment of Markings**

The alignment of the edges of longitudinal lines shall not deviate from the true alignment by more than 10mm in 15 m.

(d) **Broken Lines**

The length of segments of broken longitudinal lines shall not deviate by more than 150mm from the specified length.

2.2.18 TESTING

Acceptance testing to ensure compliance with the specification will be undertaken by, and at the discretion of, the Engineer.

2.2.19 REMOVAL OF EXISTING ROAD MARKINGS

Existing road markings shall be removed where required by the Engineer. The method shall be by grit blasting or similar approved method which will not permanently damage the road surface. The contractor shall, before commencing with the removal of the markings submit details and if called upon to do so arrange for a test section to be carried out.

The contractor shall take all necessary precautions to avoid damage to the public traffic during the removal of existing road markings by using a screen.

All loose material remaining on the road after obliteration of markings shall be suitably swept up and removed from site by 16h00 on the day that it is deposited on the road, to prevent clogging up the drainage systems.

2.3. GENERAL

In broken lines, the length of segments and the gap between segments shall be as indicated on the drawing. If these lengths are altered by the engineer, the ratio of the lengths of the painted section to the length of the gap between painted sections shall remain the same. Lines shall not be painted more than 3 months prior to the road being opened to the public traffic.

Lines on curves, whether broken or unbroken, shall not consist of chords but shall follow the correct radius.

Where plastic road-marking material is used, the manufacturer shall produce an approved guarantee as specified in the project specifications.

2.4 FAULTY WORKMANSHIP OR MATERIALS

If any material which does not comply with the requirements is delivered to the site, or is used in the works, or if any work of an unacceptable quality is carried out, such material or work shall be removed, replaced or repaired as required by the Engineer at the contractor's own cost. Rejected traffic markings and paint which has been splashed or dripped onto the pavement, kerbs, structures or other such surfaces, shall be removed by

the contractor at his own cost, in an approved manner so that the markings of spilt paint will not show up at all.

2.5 PROTECTION

After the paint has been applied, the traffic markings shall be protected against damage by traffic or other causes. The contractor shall be responsible for erecting, placing and removing all warning boards, flags, cones, barricades and other protective measures which is necessary in terms of any statutory provisions and/or as may be recommended in the Southern African Development Community Road Traffic Signs Manual, Vol.2 Chapter 13. Paint which has been damaged, splashed or dripped onto the pavement or other surfaces, shall be removed, to the satisfaction of the Engineer, by the Contractor at his own expense.

2.6 MEASUREMENT AND PAYMENT

2.6.1 ROAD MARKINGS

All work undertaken must conform to the Occupational, Health And Safety Act (Act 85 Of 1993) and Regulations for road markings as stated in Government Gazette No. 20963.

2.6.2 LINES

The unit of measurement for painting the lines shall be the metre (m). Separate items will be scheduled for each specified width, type of material, and colour of line and quantity paid for shall be the actual length of line painted in accordance with the instructions of the Engineer, excluding the length of gaps in broken lines.

The rates shall include for procuring and furnishing all material, including the retro-reflective beads in the case of retro-reflective paint, and the necessary equipment, and for painting, protecting and maintenance as specified, including setting out and pre-marking of the lines.

2.6.3 LETTERING, SYMBOLS, PEDESTRIAN CROSSINGS AND TRAFFIC-ISLAND MARKINGS

The unit of measurement for painting the lettering, symbols, Pedestrian crossings and traffic island markings shall be a square metre (m²), and the quantity to be paid for shall be the actual surface area of lettering symbols, pedestrian crossing or traffic-island markings painted.

The rates shall include for procuring and furnishing all material, including the retro-reflective beads in the case of retro-reflective paint, and the necessary equipment, and for painting, protecting and maintenance as specified, including the setting out of lettering, symbols, pedestrian crossings and traffic-island markings.

2.6.4 SETTING OUT AND PRE-MARKING THE LINES

The unit of measurement for setting out lines shall be the metre of lines set out and marked. Where two or three lines are to be painted next to each other, the setting out of lines shall be measured only once.

The tendered rate shall include full compensation for setting out and pre-marking the lines as specified, including materials.

2.6.5 REMOVAL OF EXISTING ROAD MARKINGS

The unit of measurement shall be the area in square metres of markings removed to the satisfaction of the Engineer.

The tendered price shall include for all equipment, materials, labour, protection, moving machinery on and off site and for cleaning up and disposal of all loose material from the road.

2.7 ACCOMMODATION OF TRAFFIC FOR ROADMARKING OPERATIONS

This work shall consist of providing, erecting and maintaining to the satisfaction of the Engineer the necessary temporary road signs, cones and flagmen and taking responsibility for the safe and easy passage of both public and construction traffic during the road marking operations. Such provision shall comply with the requirements of the present issue of the SADC Road Traffic Signs Manual, Volume 2 Chapter 13: Roadwork's Signing.

All flagmen and workmen must wear reflective safety jackets at all times during the execution of the works.

2.8 TEMPORARY TRAFFIC CONTROL FACILITIES

It shall be incumbent upon the Contractor to ensure that all traffic control facilities are present at all times and are functioning properly.

During non-working hours all obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.

The Contractor is to ensure that all vehicles are to be fitted with the necessary lights, signs etc. required for the execution of the works. The support vehicle used is to be fitted with Dual High Intensity Amber Flashing Lights, TW 405 or TW 406 signs slotted in accordance to the layout and red flags mounted on each corner.

In addition, traffic cones shall be placed at the start and finish of every skip line and at a maximum spacing of 10 metres on barrier lines along newly painted lines during the period of marking.

The Contractor shall indemnify the Council against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of traffic control facilities.

It is emphasized that the contractor must supply all traffic control facilities and that under no circumstances will the Council supply such items.

2.9 PAYMENT

The tendered rates shall include the costs for all labour, plant, fuel, materials, insurances, etc. and for any costs incurred in accommodating the traffic. No claims for any additional payment will be entertained. Payment shall be made on completion of each project.

2.10 ESCALATION

Rates are to remain firm for the contract period. It is the contractor's responsibility to factor into its rates and prices such escalations or changes in prices in the submitted rates.

2.11 EXCEPTED RISKS

The Council shall not be liable to the Contractor:

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

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

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

2.12 REPORTING OF ACCIDENTS

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

2.13 CONTRACTOR'S ESTABLISHMENT ON SITE

Site establishment is payable as per the BOQ for a project of projects within 5km radius allocated to the contractor. This means that if two projects are given at the same time or overlapping time to the contractor, a single establishment cost shall be payable to the contractor.

2.14 STANDING TIME

Standing time shall only be paid in the event of a civil or political unrest, riot or commotion occurring or for any unforeseen circumstance occurring which is beyond the Contractor's control and whilst work is in progress. In this case, the Contractor shall immediately bring the same to the Engineer's attention and payment in this instance will only be made for time lost for the that day based on the tendered rates. No further work is to be undertaken until so directed by the Engineer and no payment in regard will be made until such time the work resumes normally.

No work is to undertaken in the event of there being rain or if it is likely to rain unless so directed by the Engineer.

2.15 PUBLIC LIABILITY INSURANCE AND INDEMNITY

The Contractor shall be required to arrange within fourteen days from date of the Provisional Letter of Acceptance, Public Liability Insurance in the amount of R5 million(for any single claim) for any damages to private property/persons arising out of this contract. The policy must be in force for the full duration of the contract period.

Further to the above, the Contractor shall indemnify the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

3.16 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

The road markings must last for at least six (6) months before fading, otherwise the appointed contractor will have to repaint them at their own costs within a month after the liability period of 6 months or the Municipality shall appoint another contractor to undertake this work using the appointed contractor's retention monies and the appointed contractor shall be liable for any shortfall in price.

2.17 PENALTIES

For each and every order issued, the contractor must produce a detailed programme with cash flow. Should the Contractor fail to complete the works within the specified period in the programme, an amount of R500.00 per calendar day shall be levied. Such monies shall be deducted from any monies due to the Contractor or which shall become due to the Contractor.

2.18 COMMUNICATION WITH THE TRAFFIC DIVISION

Liaison with the Traffic Division for the control of traffic during the execution of the works shall be done by the Engineer.

2.19 COMMENCEMENT OF WORKS

The Contractor shall commence each project within five (5) days of receipt of an order. In the event of the Contractor failing to carry out work, ordered in terms of the Contract, the Council reserves the right to cancel the Contract or any portion thereof, without prejudice to the Council's rights.

2.20 SANITARY FACILITIES

The Contractor shall make his own provision for the suitable latrine facilities for his personnel working on the site in accordance with Council requirements and must maintain these in a clean and sanitary condition during the period of the contract and remove and disinfect at completion.

2.21 STORAGE OF MATERIALS, PLANT AND EQUIPMENT

The contractor shall make provision at the Contractor's own expense for the proper storage of all materials, plant and equipment required in connection with this Contract. Security of the materials, plant and equipment shall be for the Contractor's account and the Council shall not be held liable for any loss or damages sustained due to the Contractor's failure to comply with this condition.

On completion of the contract, the Contractor shall be required to remove from site all temporary offices, sheds, fittings, plant and equipment and leave the site in a neat and tidy condition.

Small items shall be kept in an enclosed store, properly protected from damage or pilferage. Stores of materials shall be properly watched at all times. Living accommodation shall not be used for storage of material.

2.22 ACCOMMODATION OF PERSONNEL

Accommodation for the Contractor's personnel shall be made at the Contractor's own expense.

2.23 EXPERIENCE AND ABILITY TO UNDERTAKE THE WORKS.

Contractors shall be required to detail their experience on Data Sheet 3 hereto failing which the tender will be declared non-responsive. A minimum of five (5) certified Letters of reference in support of their experience as detailed in Data Sheet 3 must be submitted together with the tender for adjudication purposes.

2.24 MANDATORY REQUIREMENT

CIDB Grading

Only Contractors who have a CIDB grading of 5 SK or higher will be considered for appointment. Tenderers shall be required to submit together with the tender proof of registration with CIDB for adjudication purposes.

Tenderers whose CIDB status is inactive at the time of adjudication will not be considered for appointment. The onus shall rest with the Tenderer to ensure that their registration with the CIDB is updated at all times.

2.25 EVALUATION CRITERIA

This contract shall be evaluated on a two stage basis. The Tenderer's experience and technical capacity applicable to the nature of works mentioned herein shall be scored against a 80 point system, where the Tenderer with the most experience and technical capacity pertaining to the nature of works mentioned herein shall score a maximum of 80 points.

Tenderers shall be scored against the following criteria:-

2.25.1 No. of road marking projects successfully completed totaling to value of R750 000 Thousand or greater including VAT.

| | | | |
|----|----------------------|---|-----------|
| a) | 5 or More 5 projects | = | 20 Points |
| b) | 3 to 4 projects | = | 10 Points |
| c) | 1 to 2 projects | = | 5 Points |
| d) | Less than 1 project | = | 0 Points |

NB: For a Tenderer to claim the points above, the Tenderer must submit together with the tender copies of appointment letters and completion certificates both in the name of the Tenderer up to the value of R750 000 Thousand or more, on each order. Failure to comply with this condition shall lead to no points being awarded.

2.25.2 Drive on equipment owned by the Tenderer for Thermo Plastic.

| | | | |
|----|---------------------------------|---|-----------|
| a) | One machine with 3 x spray guns | = | 20 Points |
| b) | One machine with 2 x spray guns | = | 15 Points |
| c) | One machine with 1 x spray gun | = | 10 Points |
| d) | Machine to be hired | = | 5 Points |
| e) | No Machine | = | 0 Points |

NB: For a Tenderer to claim the above points, certified proof ownership (ie. Copy of invoice in the company's name or if Invoice not available an Affidavits along with

Photos of each machine) of the machine/s must be submitted together with the tender. Where the machine/s will be outsourced, an originally signed letter by both parties from the hiring company to this effect must be submitted with the tender. Failure to comply with this condition shall lead to no points being awarded)

2.25.3 Drive on equipment owned by the Tenderer for Reflective Painting.

| | | | |
|----|---------------------------------|---|-----------|
| a) | One machine with 3 x spray guns | = | 20 Points |
| b) | One machine with 2 x spray guns | = | 15 Points |
| c) | One machine with 1 x spray gun | = | 10 Points |
| d) | Machine to be hired | = | 5 Points |
| e) | No Machine | = | 0 Points |

NB: For a Tenderer to claim the above points, certified proof ownership (ie. Copy of invoice in the company's name or if Invoice not available an Affidavits along with Photos of each machine) of the machine/s must be submitted together with the tender. Where the machine/s will be outsourced, an originally signed letter by both parties from the hiring company to this effect must be submitted with the tender. Failure to comply with this condition shall lead to no points being awarded

2.25.4 No. of years of experience of team leader / supervisor in working similar nature.

| | | | |
|----|-----------------------|---|-----------|
| a) | ≥ 5 Years | = | 20 Points |
| b) | 4 Years but < 5 years | = | 15 Points |
| c) | 3 Years but < 4 years | = | 10 Points |
| d) | < 3 years | = | 0 Points |

A detailed CV clearly stating projects and years of experience

NB: A minimum of five (5) certified Letters of reference in support of their total No. of years of experience must be submitted together with the tender. Where the total No. of years of experience is less than five (5) years, points will be awarded accordingly. Failure to comply with this condition shall lead to no points being awarded

Only Tenderers who score a minimum of 70% (56 Points) and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below.

2.26.0 STAGE TWO

2.26.1 The tender will be evaluated on the 80/20 preference point system and in accordance with the Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA). **(See Annexure "C")**

| | | |
|---------------------------------------|---|-------------------|
| ▪ Price | = | 80 points |
| ▪ B-BBEE status level of contribution | = | 20 points |
| Total points | = | 100 points |

2.26.2 For the purpose of calculating points for price, the total tendered rates shall be used for adjudication purpose.

2.26.3 For the purposes of continuity of liability, this contract section shall be awarded in whole to only one (1) Tenderer scoring the highest No. of preference points.

3.0 CONTRACT PERIOD

This contract shall span for a period of three (3) years commencing from the date of award.

4.0 DELIVERY PERIOD

All work shall commence within ten (10) working days from date of issue of an official order as issued by the Municipality.

5.0 SITE BRIEFING MEETINGS

No Tender Briefing/Site Inspection Meeting will be required at pre-tender stage.
During the execution of the works, site inspection meetings will be held with the successful Tenderer to discuss the works. The date, time and venue will be determined between the Tenderer and the Transportation Unit.

6.0 PRICING SCHEDULE

Tenderers shall be required to submit rates for all items as specified in the Pricing Schedule for adjudication purposes. Where it is determined that a Tenderer has not submitted a rate for any item, the Tenderer shall be disqualified.

The Council reserves the right to check for arithmetical errors and rectify the same for adjudication purposes.

Only original hand written priced tender documents will be considered. Failure to comply with this condition shall lead to disqualification.

CONTRACT No. SCM 50 OF 20/21
SCHEDULE OF RATES: SECTION 1 A - ROAD MARKING

| Item No. | Description | Unit | Rate Excl. Vat |
|--------------------------------------|--|--|----------------|
| 1.0 | <u>GENERAL</u> | | |
| 1.1 | <u>Setting out within a 5km radius</u> Including pre-marking and site set up | Sum | |
| 2.0 | <u>ROAD MARKING</u> | | |
| 2.1 | (a) <u>White lines (broken or unbroken)</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 2.2 | (b) <u>Yellow lines (broken or unbroken)</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 2.3 | (c) <u>Red lines (broken or unbroken)</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 2.4 | (d) <u>Black lines (broken or unbroken)</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 3.0 | (a) <u>ISLANDS, LETTERING, SYMBOLS, ETC.</u> | | |
| 3.1 | (i) Traffic island markings (all colours) | per/m ² | |
| 3.2 | (ii) Lettering, symbols, pedestrian crossings (all colours) | per/m ² | |
| 3.3 | (b) <u>Speed Humps & Speed Table Markings</u> (i) Round top speed hump 5m long (ii) Speed table 5m long (iii) Additional length of round top speed hump (iv) Additional length of speed table | per/m ² per/m ² per/m ² per/m ² | |
| 3.4 | (c) <u>Transverse Road Markings</u> (i) 100mm (ii) 150mm (iii) 300mm | per/m per/m per/m | |
| 3.5 | (d) <u>Lane Lines</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 3.6 | Sand Blasting | per/m ² | |
| TOTAL CARRIED TO SUMMARY PAGE | | R | |

CONTRACT No. SCM 50 OF 20/21
SCHEDULE OF RATES: SECTION 1 B – RETRO-REFLECTIVE ROAD MARKING

| Item No. | Description | Unit | Rate Excl. Vat |
|--------------------------------------|--|---------------------------------------|----------------|
| 1.0 | <u>GENERAL</u> | | |
| 1.1 | <u>Setting out within a 5km radius</u> Including pre-marking and site set up | Sum | |
| | <u>RETRO-REFLECTIVE ROAD MARKING</u> | | |
| | (a) <u>White lines (broken or unbroken)</u> | | |
| 2.0 | (i) 100mm | per/m | |
| 2.1 | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 2.2 | (b) <u>Yellow lines (broken or unbroken)</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 2.3 | (c) <u>Red lines (broken or unbroken)</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 2.4 | (d) <u>Black lines (broken or unbroken)</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 3.0 | (a) <u>ISLANDS, LETTERING, SYMBOLS, ETC.</u> | | |
| 3.1 | (i) Traffic island markings (all colours) | per/m ² | |
| 3.2 | (ii) Lettering, symbols, pedestrian crossings (all colours) | per/m ² | |
| 3.3 | (b) <u>Speed Humps & Speed Table Markings</u> | | |
| | (i) Round top speed hump 5m long | per/m ² per/m ² | |
| | (ii) Speed table 5m long | per/m ² per/m ² | |
| | (iii) Additional length of round top speed hump | | |
| | (iv) Additional length of speed table | per/m | |
| 3.4 | (c) <u>Transverse Road Markings</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 300mm | per/m | |
| 3.5 | (d) <u>Lane Lines</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 3.6 | Supply of Glass Beads (1.5 Refraction Index) | Per/25kg bag | |
| 3.7 | Supply of Microcrystalline Ceramic Optics White (1.9 and 2.4 Refraction Index) | Per/12.7kg bag | |
| 3.8 | Supply of Microcrystalline Ceramic Optics Yellow (1.9 and 2.4 Refraction Index) | Per/12.7kg bag | |
| TOTAL CARRIED TO SUMMARY PAGE | | R | |

CONTRACT No. SCM 50 OF 20/21
SCHEDULE OF RATES: SECTION 1 C – SPRAY PLASTIC/THERMOPLASTIC
ROAD MARKING

| Item No. | Description | Unit | Rate Excl. Vat |
|-------------------------------------|--|--|----------------|
| 1.0 | <u>GENERAL</u> | | |
| 1.1 | <u>Setting out within a 5km radius</u> Including pre-marking and site set up | Sum | |
| | <u>SPRAYPLASTIC/THERMOPLASTIC</u> | | |
| 2.0 | (a) <u>White lines (broken or unbroken)</u> | | |
| 2.1 | (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 2.2 | (b) <u>Yellow lines (broken or unbroken)</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 2.3 | (c) <u>Red lines (broken or unbroken)</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 2.4 | (d) <u>Black lines (broken or unbroken)</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| 3.0 | (a) <u>ISLANDS, LETTERING, SYMBOLS, ETC.</u> | | |
| 3.1 | (i) Traffic island markings (all colours) | per/m ² | |
| 3.2 | (ii) Lettering, symbols, pedestrian crossings (all colours) | per/m ² | |
| 3.3 | (b) <u>Speed Humps & Speed Table Markings</u> (i) Round top speed hump 5m long (ii) Speed table 5m long (iii) Additional length of round top speed hump (iv) Additional length of speed table | per/m ² per/m ² per/m ² per/m ² | |
| 3.4 | (c) <u>Transverse Road Markings</u> (i) 100mm (ii) 150mm (iii) 300mm | per/m per/m per/m | |
| 3.5 | (d) <u>Lane Lines</u> (i) 100mm (ii) 150mm (iii) 200mm | per/m per/m per/m | |
| TOTAL CARRIED TO TENDER FORM | | R | |

CONTRACT No. SCM 50 OF 20/21
SCHEDULE OF RATES: SECTION 1 D – SPRAY PLASTIC/COLD PLASTIC
ROAD MARKING

| Item No. | Description | Unit | Rate Excl. Vat |
|--------------------------------------|--|--------------------|----------------|
| 1.0 | <u>GENERAL</u> | | |
| 1.1 | <u>Setting out within a 5km radius</u> Including pre-marking and site set up | Sum | |
| | <u>SPRAYPLASTIC/COLD PLASTIC</u> | | |
| 2.0 | (a) <u>White lines (broken or unbroken)</u> | | |
| 2.1 | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 2.2 | (b) <u>Yellow lines (broken or unbroken)</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 2.3 | (c) <u>Red lines (broken or unbroken)</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 2.4 | (d) <u>Black lines (broken or unbroken)</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 3.0 | (a) <u>ISLANDS, LETTERING, SYMBOLS, ETC.</u> | | |
| 3.1 | (i) Traffic island markings (all colours) | per/m ² | |
| 3.2 | (ii) Lettering, symbols, pedestrian crossings (all colours) | per/m ² | |
| 3.3 | (b) <u>Speed Humps & Speed Table Markings</u> | | |
| | (i) Round top speed hump 5m long | per/m ² | |
| | (ii) Speed table 5m long | per/m ² | |
| | (iii) Additional length of round top speed hump | per/m ² | |
| | (iv) Additional length of speed table | per/m ² | |
| 3.4 | (c) <u>Transverse Road Markings</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 300mm | per/m | |
| 3.5 | (d) <u>Lane Lines</u> | | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | per/m | |
| 3.6 | Supply of Solvent Based Thermo plastic | per/20L | |
| TOTAL CARRIED TO SUMMARY PAGE | | R | |

CONTRACT No. SCM 50 OF 20/21
SCHEDULE OF RATES : SECTION 1 E – TAPE APPLICATION
ROAD MARKING

| Item No. | Description | Unit | Rate Excl. Vat |
|--------------------------------------|--|--------------------|----------------|
| 1.0 | <u>GENERAL</u> | | |
| 1.1 | <u>Setting out within a 5km radius</u> Including pre-marking and site set up | Sum | |
| 2.0 | Prefabricated Patterned Pavement Markings (PPPM) _ | | |
| 2.1 | <u>TAPE APPLICATION ROAD MARKING</u> | | |
| | (a) <u>White lines (broken or unbroken)</u> | per/m | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | | |
| 2.2 | (b) <u>Yellow lines (broken or unbroken)</u> | per/m | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | | |
| 2.3 | (c) <u>Red lines (broken or unbroken)</u> | per/m | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | | |
| 2.4 | (d) <u>Black lines (broken or unbroken)</u> | per/m | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | | |
| 3.0 | | | |
| 3.1 | (a) <u>ISLANDS, LETTERING, SYMBOLS, ETC.</u> | per/m ² | |
| 3.2 | (i) Traffic island markings (all colours) | per/m ² | |
| | (ii) Lettering, symbols, pedestrian crossings (all colours) | | |
| 3.3 | (b) <u>Speed Humps & Speed Table Markings</u> | per/m ² | |
| | (i) Round top speed hump 5m long | per/m ² | |
| | (ii) Speed table 5m long | per/m ² | |
| | (iii) Additional length of round top speed hump | per/m ² | |
| | (iv) Additional length of speed table | | |
| 3.4 | (c) <u>Transverse Road Markings</u> | per/m | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 300mm | | |
| 3.5 | (d) <u>Lane Lines</u> | per/m | |
| | (i) 100mm | per/m | |
| | (ii) 150mm | per/m | |
| | (iii) 200mm | | |
| 3.6 | Supply of Prefabricated Patterned Pavement Parkings (PPPM) _ tape 100mm | per/m | |
| TOTAL CARRIED TO SUMMARY PAGE | | R | |

MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD MARKINGS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION

SUMMARY PAGE

| SECTION | DESCRIPTION | TOTAL EXCLUDING VAT |
|----------------------------------|--|----------------------------|
| 1A | Road Marking R | |
| 1B | Retro-Reflective Road Marking R | |
| 1C | Spray plastic/thermoplastic Road Marking R | |
| 1D | Spray plastic/cold plastic Road Marking R | |
| 1D | Tape Application Road Marking R | |
| Sub Total Excluding VAT R | | |
| Add VAT @ 15% R | | |
| Total Including VAT R | | |

SIGNED ON BEHALF OF TENDERER:

NAME OF TENDERER : _____

REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

**APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION**

SECTION 2 – SUPPLY AND INSTALLATION OF ROAD STUDS

7.0 SCOPE OF CONTRACT

This contract calls for the supply and installation road studs within the Msunduzi Municipality's area of jurisdiction as described in Proclamation No. LG 67 and published in the Kwa Zulu Natal Provincial Gazette dated 1 February 1995 (as amended), on an as and when required basis for three (3) years commencing from the date of the award.

Only Contractors who have a CIDB grading of 2 SK or higher will be considered for appointment.

Further information may be obtained from Mr. N Naidu on Tel. No. 033 - 392 5153/5365.

8.0 SPECIFICATION FOR SECTION 2

ROAD STUDS

Raised Pavement Marker (Road studs) are highly retroreflective prismatic lens studs mounted permanently on a surface designed as lane line supplements to enhance the visibility especially at nighttime, misty or rain. The studs stand out at night to alert motorists to road changes such as bends and exits and to improve lane line guidance.

The road studs can be applied on asphalt and cement concrete road surfaces, these markers provide highly effective, long-life visibility – particularly at night and in wet weather.

8.1 DESCRIPTION

The road studs shall have the following features:

- The road stud shall be produced from an impact resistance polycarbonate body
- The road stud shall have prismatic lens with protective, hard coat protects against abrasion or scratches to keep the lens clearer
- The road stud shall have lens with independent cells compartment to resist cracks
The road stud shall be highly reflective with microprismatic optics
The road stud shall have an application finger grip
- The road stud shall conform to SANS 1442-2008
- The dimension height of the road stud shall be 15-25 mm *Height protruding after installation
- All studs shall be manufactured and installed fully in conformity with the latest Southern African Development Communities Roads Traffic Signs Manual (SADC R.T.S.M.) and the South African Bureau of Standards (SANS - 1442-2008, SANS EN1463 and SABS 0157)
- Road Studs shall bear the standardization, (CE) mark or alternatively must meet the Acceptable Quality Level (AQL) as per SANS 1442–2008
- The road stud shall have the manufacture's name or identity mark and visible when installed
- The road studs shall comply with the retroreflective values stated on the Table 1.
- The chromaticity co-ordinates of the retro-reflected light of the road studs and the coefficient of luminous intensity shall be in accordance with SANS 1442-2008, see Table 2
- The road stud shall be compatible with standard bituminous and epoxy adhesives

8.2. **CLASSIFICATION**

The markers shall be durable, abrasion-resistant, retroreflective raised pavement markers with ability to resist deformation when subjected the vehicle load (flexural strength), designed for Permanent use with longitudinal and gore markings on new and existing roads.

8.3. **REQUIREMENTS**

The marker shall meet the following specified requirements:

Color: The marker body shall be produced in neutral white or as specified. The color of the retroreflective lens shall be white, yellow, red, green or blue as specified.

8.3.1 **DIMENSIONS:**

The typical dimensions of the marker shall be:

Height: 15.88 ± 1.27mm

Width: 101.6 ± 12.7mm

Length: 89.2 ± 12.7mm

8.3.2 **PERFORMANCE RETROREFLECTANCE:**

Performance retroreflectance refers to marker luminance as viewed by the driver under standardized road and vehicle conditions.

The marker retroreflectance when measured in accordance with CIE Publication 51.2, shall have a minimum luminous intensity as shown on the **table 1**

Table 1: Minimum R Values

| Colour | Entrance Angle | Observation Angle | Minimum R [mcd/lx] |
|--------|----------------|-------------------|--------------------|
| White | ±15° | 2° | 2.5 |
| | ±10° | 1° | 25 |
| | ±5° | 0.3° | 220 |
| Amber | ±15° | 2° | 1.25 |
| | ±10° | 1° | 12 |
| | ±5° | 0.3° | 110 |
| Red | ±15° | 2° | 0.5 |
| | ±10° | 1° | 5 |
| | ±5° | 0.3° | 44 |
| Green | ±15° | 2° | 0.5 |
| | ±10° | 1° | 5 |
| | ±5° | 0.3° | 44 |
| Blue | ±15° | 2° | 0.25 |
| | ±10° | 1° | 2.5 |
| | ±5° | 0.3° | 22 |

8.3.3 **RETROREFLECTED COLORS:**

The retroreflected colors of the road studs shall lie within the color boxes stipulated in Table 2, when tested in accordance with CIE Publication No. 54.2 using CIE Standard Illuminate A with an entrance angle of $\beta_V=0^\circ$, $\beta_H=5^\circ$ and an observation angle of $\alpha=0.30^\circ$. Colour functions and calculation methods must be made in accordance with ISO/CIE 10526 and ISO/CIE 10527, 1991.

Table 2: Colours coordinates

| Colour | Point | x | y |
|--------|-------|-------|-------|
| White | 1 | 0.390 | 0.410 |
| | 2 | 0.440 | 0.440 |
| | 3 | 0.500 | 0.440 |
| | 4 | 0.500 | 0.390 |
| | 5 | 0.420 | 0.370 |
| Amber | 1 | 0.549 | 0.450 |
| | 2 | 0.543 | 0.450 |
| | 3 | 0.590 | 0.395 |
| | 4 | 0.605 | 0.395 |
| Red | 1 | 0.665 | 0.335 |
| | 2 | 0.645 | 0.335 |
| | 3 | 0.721 | 0.259 |
| | 4 | 0.735 | 0.265 |
| Green | 1 | 0.030 | 0.385 |
| | 2 | 0.228 | 0.351 |
| | 3 | 0.321 | 0.493 |
| | 4 | 0.302 | 0.692 |
| Blue | 1 | 0.039 | 0.320 |
| | 2 | 0.160 | 0.320 |
| | 3 | 0.160 | 0.240 |
| | 4 | 0.183 | 0.218 |
| | 5 | 0.088 | 0.142 |

8.3.4 SCRATCH RESISTANCE:

The coefficient of retro reflected luminous intensity of the markers shall be measured after subjecting the entire lens surface to 100 rubs with a 25.4 mm diameter flat pad of No. 3 coarse steel wool conforming to Federal Specification FF-W-1825A. A load of 22 ± 0.2 kg. is applied to the steel wool pad during testing. The markers shall meet the minimum retroreflective values specified as a product of the values in Tables 1 and Tables 2.

8.3.5 ABRASION RESISTANCE:

The coefficient of retroreflected luminous intensity of the markers shall be measured after subjecting the entire lens surface to the test described in current ASTM D-4280 section 9.5 using a sand drop apparatus. After the exposure described above, retroreflected values shall not be less than 0.5 times the values listed in Table #1.

8.3.6 TEMPERATURE RESISTANCE:

The marker shall comply with the initial minimum brightness requirements specified as a product of the values in Tables 1 & 2 and after conditioning for 12 hours at $63^{\circ}\text{C} \pm 2.5^{\circ}\text{C}$.

8.3.7 IMPACT RESISTANCE:

The marker body shall display no cracking or breakage when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker shall be positioned in such a way that the Tup strikes the top of the marker. The marker lens shall display no cracking outside the impact area when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker shall be placed in a fixture designed to hold the marker lens horizontal and positioned such that the Tup strikes the center of the lens.

8.3.8 RESISTANCE TO PENETRATION OF WATER:

The markers are conditioned for 10 minutes at $63^{\circ}\text{C} \pm 2.5^{\circ}\text{C}$ and then immediately submerged in a water bath at $21^{\circ}\text{C} \pm 2.5^{\circ}\text{C}$ for 10 minutes. The markers should then be removed from the water bath, wiped dry with a soft cloth, visually inspected for penetration of water behind the lens, and measured for reflectivity.

8.4 INSTALLATION

All markers shall be applied in accordance with the manufacturer's recommendations. Marker configurations shall be in accordance with the "SADC Road Traffic Sign Manual."

- Applications must be made on a dry surface that has been swept clean or blown with high-pressure air to remove dirt and dust
- Applications should only take place when road temperature is 5°C or higher.
- The road studs shall be fixed by means of an approved epoxy resin or bitumen adhesive in accordance with the manufacturer's instructions
- The road shall be drilled, cleaned and the shank and, subject to such amendments to the method as may be required by the Engineer.
- The stud must be correctly aligned.
- The studs shall be protected against impact until the adhesive has hardened.
- The adhesive used to affix the road studs shall be properly mixed as per the instruction of the suppliers
- Road studs shall be of the indicated type and shall be fixed in the positions indicated and approved by the Engineer
- The SABS test report and product bulletin shall be produces for this tender.

8.5 QUANTITY

The City Council reserves the right to increase or decrease the quantity of work to be carried out depending on tender prices. Work to be carried out will be issued as and when required basis as required by this Department.

8.6 PRICING SCHEDULE

| | TYPE OF ROAD STUD | | | | |
|---|-----------------------|-------------|-------------|------------|----|
| | 1 | 2 | 3 | 4 | 5 |
| | Intelligent Road Stud | Glass Prism | Rhino Studs | Stimsonite | 3M |
| Price Per Road Stud Supply Only Including VAT | | | | | |
| Price Per Road Stud With Installation Including VAT | | | | | |
| Price For Installation <i>Only</i> Per Stud Including VAT | | | | | |
| Type Offered <i>(Please Specify)</i> | | | | | |

SIGNED ON BEHALF OF TENDERER:

NAME OF TENDERER : _____

REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

8.7 EXPERIENCE AND ABILITY TO UNDERTAKE THE WORKS.

Contractors shall be required to detail their experience on Data Sheet 3 hereto failing which the tender will be declared non-responsive. A minimum of five (5) certified Letters of reference in support of their experience as detailed in Data Sheet 3 must be submitted together with the tender for adjudication purposes.

8.8 MANDATORY REQUIREMENT

8.8.1 CIDB Grading

Only Contractors who have a CIDB grading of 2 SK or higher will be considered for appointment. Tenderers shall be required to submit together with the tender proof of registration with CIDB for adjudication purposes.

Tenderers whose CIDB status is inactive at the time of adjudication will not be considered for appointment. The onus shall rest with the Tenderer to ensure that their registration with the CIDB is updated at all times.

8.9 EVALUATION CRITERIA

This contract shall be evaluated on a two stage basis. The Tenderer's experience and technical capacity applicable to the nature of works mentioned herein shall be scored against a 40 point system, where the Tenderer with the most experience and technical capacity pertaining to the nature of works mentioned herein shall score a maximum of 40 points.

Tenderers shall be scored against the following criteria:-

8.9.1 **No. of similar projects successfully completed totaling a value of R 500 000.00 or greater.**

| | | | |
|----|----------------------|---|-----------|
| e) | 5 or More 5 projects | = | 20 Points |
| f) | 3 to 4 projects | = | 10 Points |
| g) | 1 to 2 projects | = | 5 Points |
| h) | Less than 1 project | = | 0 Points |

NB: For a Tenderer to claim the points above, the Tenderer must submit together with the tender copies of appointment letters and completion certificates both in the name of the Tenderer of a value of R250 000.00 or more of each order.

Failure to comply with this condition shall lead to no points being awarded.

8.9.2 **No. of years of experience of team leader / supervisor in work of a similar nature.**

| | | | |
|----|-----------------------|---|-----------|
| e) | ≥ 5 Years | = | 20 Points |
| f) | 4 Years but < 5 years | = | 15 Points |
| g) | 3 Years but < 4 years | = | 10 Points |
| h) | < 3 years | = | 5 Points |

A detailed CV clearly stating projects and years of experience

NB: A minimum of five (5) certified Letters of reference in support of their total No. of years of experience must be submitted together with the tender. Where the total No. of years of experience is less than five (5) years, points will be awarded accordingly. Failure to comply with this condition shall lead to no points being awarded

Only Tenderers who score a minimum of 70% (28 Points) and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below.

8.10 STAGE TWO

8.10.1 The tender will be evaluated on the 80/20 preference point system and in accordance with the Preferential Procurement Regulations, 2011 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA). **(See Annexure “C”)**

| | | |
|---------------------------------------|----------|-------------------|
| ▪ Price | = | 80 points |
| ▪ B-BBEE status level of contribution | = | 20 points |
| Total points | = | 100 points |

8.10.2 For the purpose of calculating points for price, the total tendered rates shall be used for adjudication purpose.

8.10.3 For the purposes of continuity of liability, this contract section shall be awarded in whole to only one (1) Tenderer scoring the highest No. of preference points.

9.0 CONTRACT PERIOD

This contract shall span for a period of three (3) years commencing from the date of award.

10.0 DELIVERY PERIOD

All work shall commence within ten (10) working days from date of issue of an official order as issued by the Municipality.

11.0 SITE BRIEFING MEETINGS

No Tender Briefing/Site Inspection Meeting will be required at pre-tender stage. During the execution of the works, site inspection meetings will be held with the successful Tenderer to discuss the works. The date, time and venue will be determined between the Tenderer and the Transportation Unit.

12.0 PRICING SCHEDULE

Tenderers shall be required to submit rates for all items as specified in the Pricing Schedule for adjudication purposes. Where it is determined that a Tenderer has not submitted a rate for any item, the Tenderer shall be disqualified.

The Council reserves the right to check for arithmetical errors and rectify the same for adjudication purposes.

Only original hand written priced tender documents will be considered. Failure to comply with this condition shall lead to disqualification.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

**APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

| | | | | | |
|---|-----------------|---------------|---------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY | | | | | |
| BID NUMBER: | SCM 50 of 20/21 | CLOSING DATE: | 01 April 2021 | CLOSING TIME: | 12H00 |
| DESCRIPTION | | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:

| | | | | | |
|---|---|--|-----------|---|---|
| THE FOYER | | | | | |
| GROUND FLOOR | | | | | |
| CITY HALL | | | | | |
| 169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD) | | | | | |
| PIETERMARITZBURG 3201 | | | | | |
| 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: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |

| | | | |
|--|--|---|--|
| <p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p> | <p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3]</p> |
| <p>TOTAL NUMBER OF ITEMS OFFERED</p> | | <p>TOTAL BID PRICE</p> | <p>R</p> |
| <p>SIGNATURE OF BIDDER</p> | <p>.....</p> | <p>DATE</p> | |
| <p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p> | | | |
| <p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p> | | <p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p> | |
| <p>DEPARTMENT</p> | <p>SCM Unit</p> | <p>CONTACT PERSON</p> | <p>Nevan Naidu</p> |
| <p>CONTACT PERSON</p> | <p>Phiwe Mthlane</p> | <p>TELEPHONE NUMBER</p> | <p>033 – 392 5153/5365</p> |
| <p>TELEPHONE NUMBER</p> | <p>033 – 392 2486</p> | <p>FACSIMILE NUMBER</p> | <p>N/A</p> |
| <p>FACSIMILE NUMBER</p> | <p>n/a</p> | <p>E-MAIL ADDRESS</p> | <p>SEE BELOW</p> |
| <p>E-MAIL ADDRESS</p> | <p>Phiwe.mthlane@msunduzi.gov.za</p> | <p>nva.naidu@msunduzi.gov.za</p> | |

PART B

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

**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:

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

**APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.**

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

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

.....

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

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

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

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

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

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

Physical Address.....

.....

.....

Signature Date

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

**APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.**

DATA SHEET 6: DECLARATION OF INTEREST

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

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

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

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars

.....

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

3.10.1 If yes, furnish particulars

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars

.....

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

3.13.1 If yes, furnish particulars

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
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CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

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

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

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DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

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

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

* Delete if not applicable

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

***YES / NO**

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

.....
.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

.....
.....

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

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so,

what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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TENDER FORM

The City Manager (Acting)
City Hall
PIETERMARITZBURG
3201

Dear Madam,

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

SECTION 1 – APPLICATION OF ROAD TRAFFIC MARKINGS

| | |
|--|--|
| | |
|--|--|

SECTION 2 – SUPPLY AND INSTALLATION OF ROAD STUDS

| | |
|--|--|
| | |
|--|--|

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

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

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

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

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

(Enter Nil if no affiliations)

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

(Enter Nil if no affiliations)

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

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

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

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

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

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

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

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

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

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

Physical Address.....

.....

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

THE MSUNDUZI MUNICIPALITY

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OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

ALTERATIONS BY TENDERER

| PAGE | SECTION OR ITEM | PROPOSED DEPARTURE/MODIFICATION |
|------|-----------------|---------------------------------|
| | | |

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

THE MSUNDUZI MUNICIPALITY

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

SECTION 37(1)

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

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

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

SECTION 37(2)

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

ACCEPTANCE BY MANDATORY

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

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

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

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

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

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

Signature: _____ Date: _____

(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____

(CLIENT- Msunduzi Municipality)

Print Name: _____

(Name of CLIENT Representative)

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where:-

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

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

DATE:

ADDRESS:

.....
.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

| | |
|----------------------------|--|
| Enterprise Name | |
| Trading Name | |
| Registration Number | |
| Enterprise Address | |

3. I hereby declare under oath that:

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

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

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

Deponent Signature: _____ Date: _____

Commissioner of Oaths Signature & Stamp

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

TAX CLEARANCE CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

**APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.**

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

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**APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
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CIPC REGISTRATION CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 50 OF 20/21

APPLICATION OF ROAD TRAFFIC MARKINGS AND THE SUPPLY AND INSTALLATION
OF ROAD STUDS WITHIN THE MSUNDUZI MUNICIPALITY'S AREA OF JURISDICTION.

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

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