



## uMSHWATHI MUNICIPALITY

# BID DOCUMENT

BID NUMBER: T2022/23/05

## TENDER FOR THE PANEL OF PLANT HIRE

<b>CLOSING TIME:</b>	<b>12H00</b>
<b>CLOSING DATE:</b>	<b>10 JANUARY 2023, TUESDAY</b>
<b>Bid Document Fee (none refundable Cash Only):</b>	<b>R350.00</b>

Bids must be properly received and deposited in the Bid box on or before the closing date and before the closing time. No late Bids will be accepted under any circumstances. Bids must be submitted in a sealed envelope properly marked in terms of the Bid number and Bid description as indicated above, at the Municipal Office situated at New Hanover, Main Road Opposite the SAPS. No Bids will be accepted via facsimile, email or telegram.

### SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
Contact Person:	
E-mail Address:	
Telephone Number:	(        ) Code
Fax Number:	(        ) Code
Physical Address:	
Postal Address:	

**NOTE:** The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this Bid, including the physical aspects of working areas, and by the submission of a Bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract. **NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

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Service Providers are advised to check the number of pages and, should any be missing, duplicated, reproduction indistinct, description is ambiguous, or this document contain any obvious errors, they shall inform the Supply Chain Management Unit of uMshwathi Municipality at once, and have the same rectified. No liability whatsoever will be incurred in respect of errors in this document due to the service provider’s failure to observe this requirement.



**Advertisement**  
**TENDER NOTICE NO: T2022/23/05**  
**PANEL OF PLANT HIRE**

UMshwathi Municipality invites tenders from the reliable plant hire companies with CIDB 1CE grading or higher to be registered in a panel of municipal roads maintenance for a period of 36 months. Joint Ventures will not be considered.

**Prequalification:** Only tenderers who meet both of the following prequalification criteria may respond:

- I. Atleast BBBEE level 1 and
- II. EME or QSE (as per the provisions of section 4(1)(a) of the PPPFA Regulations, 2017

The physical address for collection of tender documents is uMshwathi Municipal Offices, Main Road, New Hanover. Documents may be collected during working hours from **Friday, 02 December 2022 @ 09h00** upon payment of a non-refundable tender fee of R350.00, payable in cash only. Tender document may be downloaded on the e-tender portal website, [www.etenders.gov.za](http://www.etenders.gov.za).

Tenders are to be submitted in a sealed envelope, clearly marked “**Panel of Plant Hire, Bid No: T2022/23/05**” and deposited in the tender box situated in the reception area of the uMshwathi Municipal Offices, Main Road, New Hanover, on or before the **closing date and time of 10 January 2023 (Tuesday) at 12h00**, where the tenders will be opened in public. Late tenders or tenders received by way of facsimile or e-mail will, under no circumstances, be considered.

All enquiries relating to the tender must be addressed to the General Manager: Technical Services, Mrs. N. Mncube on 033 816 6800 during working hours, 07h30 to 16h00, Monday to Friday.

Tenders will be evaluated using Administrative Compliant, Functionality and the 80/20 principles of the Preferential Procurement Policy Framework Act, No. 5, 2000 with its 2017 Regulations – (**Ownership certificate 40 points, Age of Equipment 10 points, Operator Experience and licenses 10 points, Contingency Plans 10 points & Company Experience 30 points**). Proposals that fail to achieve minimum score of 70 points will not qualify for further evaluation.

The Municipality does not bind itself to accept the lowest or any proposal, either wholly or in part, or to give any reason for such.

Yours faithful

.....  
Mr. N.M. Mabaso  
**Municipal Manager**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	T2022/23/05	CLOSING DATE:	10 JANUARY 2023	CLOSING TIME:	12H00 PM
DESCRIPTION	PANEL OF PLANT HIRE				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
New Hanover (R33) Opposite New Hanover SAPS and be deposited in the municipality's <b>tender box</b> located at New Hanover Municipality's main office no later than <b>12h00 on Tuesday 10 January 2023</b> . Incomplete, emailed, faxed and late proposal documents will not be considered.					
<b>SUPPLIER INFORMATION</b>					
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		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	..... _____		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCE/ SCM		CONTACT PERSON	MR. SIBUSISO NDLOVU	
CONTACT PERSON	MSAWENKOSI ZONDI		TELEPHONE NUMBER	033 816 6800	
TELEPHONE NUMBER	033 816 6800		FACSIMILE NUMBER	033 502 0286	
FACSIMILE NUMBER	033 502 0286		E-MAIL ADDRESS	sbun@umshwathi.gov.za	
E-MAIL ADDRESS	msawenkosiz@umshwathi.gov.za				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 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>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<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? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

SIGNATURE OF BIDDER: .....

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

**uMSHWATHI MUNICIPALITY**  
**Bid Number: T2022/23/05**  
**PANEL OF PLANT HIRE**

## **Scope of Work**

### **BACKGROUND**

UMshwathi Local Municipality, Technical Services Department acknowledge the following from **National Infrastructure Maintenance Plan Strategy**

Infrastructure Maintenance:

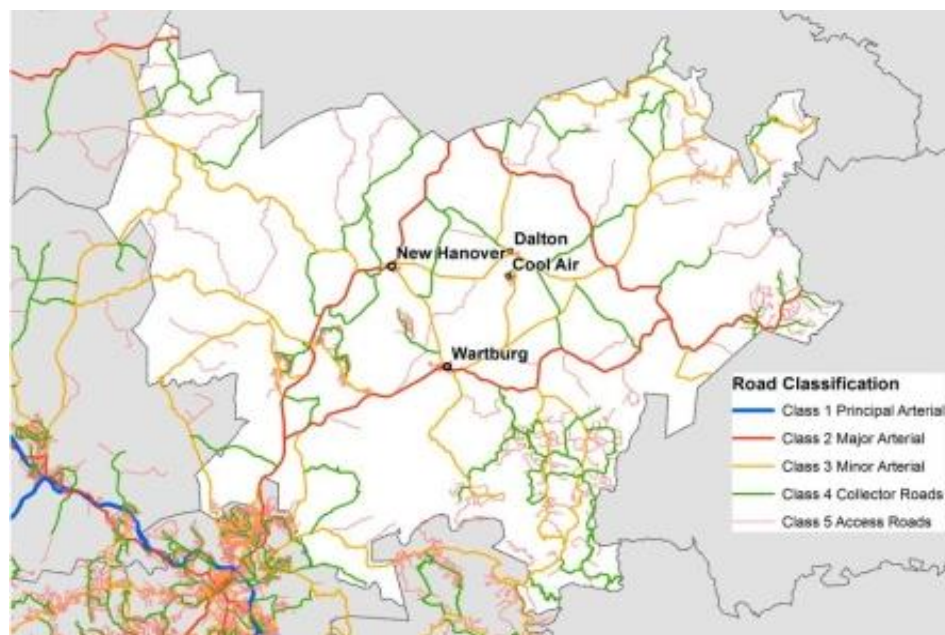
1. Keeps infrastructure operational and delivering services
2. Creates sustainable jobs
3. Saves costs in the long term, and often in the short term as well
4. Will ensure that more funds for new infrastructure will be available in the future.

We also acknowledge that this strategy gives substance to present legislation, e.g. PFMA, MFMA and the Municipal Systems Act, which places an obligation on accounting officers “for the management of the assets of the entity, including the safeguarding and maintenance of those assets” (MFMA 96(1) (a).)

### **UMshwathi Local Municipality, Roads Master Plans**

A service provider was appointed by the uMshwathi Municipal Manager to investigate and develop a Municipal Roads Master Plan (RMP) for the uMshwathi Municipal Jurisdiction, the purpose of which is to:

1. Provide the municipality with a road map for the provision of road infrastructure to achieve the National Development Plan Vision 2030
2. Identify and priorities candidate projects based on technical factors and technical assessments Provide Community Leaders, the Community and Developers with information on the road network



## SCOPE

From the approved Municipal Roads Master Plan the priority list is established for roads maintenance and roads refurbishment that include the following:

1. Upgrading of vehicular tracks to gravel Road. The appointed Contractor will be required to provide the list of the following plant mentioned below to the Municipality for a period 36 months. The Contactor will also be required to provide full time supervision to all plant and equipment so as to ensure that the maintenance of the gravel roads is carried out in accordance with the instructions of the Municipality and required roads standards

ITEM NUMBER	DESCRIPTION	FORM TO BE COMPLETED
1	Graders (minimum acceptable; Mass 12 500 – 16 000 kg, minimum power 90 kW)	A 1
2	Water Tanker (minimum acceptable – 16 000l)	A 2
3	Vibrator Roller (minimum acceptable - 15 ton)	A 3
4	Tracked Excavators (minimum acceptable – minimum Mass 19 001 kg, minimum 95 kW and 0.75 m <sup>3</sup> bucket)	A 4
5	Tipper Truck (10m <sup>3</sup> - minimum acceptable)	A 5
6	Tractor Loader Backhoes – TLB (4 x 2) or (4x4) (minimum acceptable – 50 kW)	A 6
7	Refuse Removal Compactor Truck ( minimum acceptable 10m <sup>3</sup> )	A 7
8	Jet Cleaning Machine	A8
9	Skipper truck	A9
10	Honey sucker	A10
11	Construction site personnel	A11
12	Milling Machine	A12
13	Lowbed or Tow truck	A13

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## **2. CONSTRUCTION PERIOD & COMMENCEMENT DATE**

The Contractor is to start on site not more than 7 working days after receiving the appointment in writing from the uMshwathi Local Municipality.

### **DESCRIPTION OF SITE AND ACCESS**

The project is located in all wards of the Municipality and access to the site will vary.

### **NATURE OF GROUND AND SUBSOIL CONDITIONS**

All material is expected to be pic-kable. No trial holes have been excavated, and each Tenderer must satisfy himself as to the nature of the material to be excavated under this contract. No responsibility will be accepted for any conclusions regarding the nature of the material to be excavated drawn from information supplied by the uMshwathi Municipality. The Tenderer in consultation with the community may excavate trial holes provided that these holes are excavated and backfilled at the Tenderer's expense.

### **ORDER AND EXECUTION OF THE WORKS**

As per the accepted program of works

### **SITE FACILITIES AVAILABLE**

### **CONTRACTOR'S CAMP**

An area within the site of works will be allocated to the successful Tenderer. No facilities are required by the uMshwathi Municipality.

### **WATER**

The successful Tenderer will be required to make his/her own arrangements for the supply of construction and drinking water for this project.

### **ELECTRICITY**

The contractor must make provision for his own electricity requirements at his own cost.

### **TESTING**

The cost of testing that has been requested by the client will be borne by the client, unless such test can prove the workmanship or quality of materials to be defective.

### **SITE FACILITIES REQUIRED**

No facilities are required by the uMshwathi Municipality.

### **EXTRA RESPONSIBILITIES WHILE ON SITE**

Access to the community of the area must be maintained at all times.



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## **FINISHING & TIDYING AND SITE MAINTENANCE**

The site camp is to be kept in a neat and tidy state throughout the duration of the contract. The completion certificate will not be issued until the uMshwathi Municipality is satisfied that the contractor has left each portion of the works in a suitable state.

## **SPOIL MATERIAL**

Before spoiling any material, the Contractor is to obtain a written instruction by the uMshwathi Municipality, giving authorization for the spoiling as well as an authorized location.

## **CONTRACT SIGNBOARD**

The details for the Contract Signboard to be advised.

## **APPLICABLE STANDARDIZED SPECIFICATIONS**

As per the latest addition of the S A N S 1200 (Standardized Specifications) plus all variations and amendments.

## **PROOF OF OWNERSHIP OR PLANT HIRE LETTER (attachments)**

The contractor must produce a proof of ownership or a plant hire letter in a form of Vehicle identification number (VIN). The contractor must list all the above-mentioned equipment on company letterhead including registration numbers.

## **SERVICE PROVIDERS OWNING LESS OF THE ABOVE MENTIONED**

Should the service provider only own one of the above mentioned plant, he will be allocated work and scope as per the projects requirements.

Service providers or plant hire contract must give a detail contingency plan in the case of emergencies or breakdowns not to hold or delay work on site.

No site must stop operating for more than 3 consecutive days due to lack of providing plant on site

Termination of appointments shall be on discretion of the project manager should the service provider fail to deliver plant on site as per the appointment and failing to deliver as per the submitted contingency plan

The delay coursed by the Tipper Trucks to the processing team can only be a maximum of 24 hours

## **OTHER EQUIPMENT**

Other equipment's will be hired on an ad-hoc base.

## **PLANT AND VEHICLES**

### **3. HIRE RATES**

- 3.1 Each item that is hired by the Employer will be paid for at the tendered hourly rate, as specified in this tender document.

**The rates include:**

- a) Provision for the use of the specified machine;
  - b) An operator, where applicable, whose wages shall be payable by and whose accommodation shall be provided and paid for by the Contractor;
  - c) Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.
  - d) Every driver and operator of the vehicle shall be in possession of all statutory requirements in terms of health, safety, licensing, etc.
  - e) The provision of all lubricants, spare parts (including tyres), servicing and repairs necessary for the satisfactory operation of the machine;
  - f) The vehicle or machine offered must at all times have the necessary licensing, road worthiness and safety features required by legislation.
  - g) Depreciation and all insurances in compliance with this document and any other that the Contractor may consider necessary.
- 3.2 The tendered hire rates as set out in this document include for the supply of fuel by the Contractor. These rates are termed "Wet" rates.
- 3.3 There will normally be 8.0 working hours per day, unless agreed otherwise by the Employer's representative.

### **4. STANDING TIME**

- 4.1 Where a machine is mechanically available to do work, but is prevented from doing so by circumstances outside of the control of the owner of the equipment or his operator, it will be paid for at 25% of the approved hire rate. This is known as Standing Time.

### **5. NON OPERATIONAL TIME**

There will be no payment whilst the hired items are non-operational due to one or more of the following reasons:

- a) Servicing of the machine;
- b) Mechanical breakdown, including the period while awaiting the arrival of spares;
- c) No operator or driver (where applicable);
- d) Refueling or awaiting fuel or lubricants;

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- e) Inability of the machine to be worked due, in the opinion of the Employer's Representative, to the unavailability for any reason of an inter-dependent item of equipment hired from the same contractor;
- f) Whilst in transit to or from the site;
- g) Disruption of work as a result of a state of emergency being declared; riots, commotion, politically motivated sabotage, acts of terrorism or disorder.
- h) Strike or Service Delivery Action

**6. INCLEMENT WEATHER**

If inclement weather has resulted in unworkable ground conditions rendering hired items non-operational for one or more complete days, then the following charges may be claimed per day :

- Hourly rated items: 2 hours at the standing rate;

**7. OVERTIME**

**7.1 Weekdays, Saturdays, Sundays and Public Holidays**

All items will be paid at the normal contract rates.

## **8. CONDITION OF PLANT AND EQUIPMENT**

It is a requirement that all items of plant or equipment offered, be in a good condition.

The condition and year of manufacture, or year of first registration of the plant or equipment will be taken into account when considering tenders.

The Employer reserves the right to call for the history sheets and repair records of any item which is more than 6 years old.

The Employer reserves the right to inspect any item of plant or equipment offered.

Plant that is in a poor state of repair and could be subject to frequent breakdowns will not be considered.

Plant which has been accepted on the contract in good faith and which proves to be in a poor condition and subject to frequent break downs, will be cancelled from the Contract and not considered for further hire. The Employer will not pay any costs arising from transporting such an item to or from site.

## **9. PROOF OF OWNERSHIP AND LICENSING**

All the self-propelled items which may travel on public roads and which are offered for hire must meet the following conditions:

- The items must be registered in the bidder's name
- The items must be registered and licensed by the Motor Licensing Bureau in accordance with the Road Traffic Act;
- The license must be valid at the time of submission of the bid;
- The item must have a current Certificate of Fitness and or license disk (where necessary).

***The registration and licensing of the items may be verified with the Motor Licensing Bureau during the adjudication process. Any item found not to comply will be summarily rejected.***

License disks may be checked on the vehicle when the item is delivered to site. Any item found to be unlicensed will not be permitted to work and no payment for delivery will be claimable.

## **10. VERIFICATION OF ITEMS OFFERED FOR HIRE**

Form G (of the Forms to be completed by Bidder) has been included to enable Bidders and adjudicators a simple means of verifying the total number of items offered for hire on this contract. This form must be completed in full, otherwise the item will be rejected.

## **11. OFFER OF NEW PLANT SUBSEQUENT TO TENDER CLOSE**

A Contractor whose plant has been accepted, may make application during the contract period for a newly acquired machine to be included on the contract in the place of, or in addition to, those already accepted.

**12. REPAIRS**

The cost of any labour and spare parts necessary for the maintenance, servicing or repair of the plant and equipment as well as any transport/delivery charges shall be borne by the Contractor.

**13. COMPETENCY OF OPERATORS**

It is a strict requirement of this contract that all operators or drivers provided with items hired on this contract are to be fully competent in the operation of their particular item, have the required licence in accordance with the Road Traffic legislation (including Professional Driver's Permit, where necessary) and be sufficiently literate to complete daily log sheets which may be required by the Employer's Representative. Where required by legislation, operators must be in possession of a valid certificate of competency for the type of equipment being operated.

Operators must have Annual Medicals as required in the OSH Act and be compliant with any other legislative requirements.

**14. PROVISION OF FUEL**

The hire rates include for the supply of fuel by the Contractor, known as wet rate.

**15. PROVISION OF LUBRICANTS**

Lubricants are to be supplied by the contractor for all items.

**16. WORK AND SUPERVISION**

The plant and equipment hired under this Contract are to work under the direction of the Employer's Representative. The Employer's Representative may delegate to any one or more of his deputies any of his powers under the Contract. The Contractor shall recognize and obey any persons so delegated to perform any powers or functions of the Employer's Representative.

**17. OFFICIAL ORDER AND APPOINTMENTS**

All eligible tenders will be adjudicated and scored accordingly, these Service Providers will be placed on uMshwathi Municipality's database in descending order, with the highest scorer on functionality and taking into consideration factors listed below will be given the first opportunity.

Other appointment consideration factors

- Service provider possession of plant as required by the specification for the work
- Availability of service provider to do work within the required timeframe
- Emergency of the project consideration for example, infrastructure flood damages, infrastructure public protest and any other emergency that may arise in that moment.

Any further contracts will be thereafter awarded on a rotational basis with a view to giving contractor an opportunity.

No items should be delivered to site, or commence work, unless the Contractor is in possession of an official order from the Employer specifying the type(s) and number(s) of machine(s) to be provided and the period of hire.

**18. PERIOD OF HIRE**

The approximate period of time for which plant will be hired shall be mutually agreed upon between the Contractor and Employer at the time of request.

**19. TERMINATION OF HIRE**

The plant and equipment will be hired by the Contractor to the Employer for the period specified, but either party may terminate the hire by giving a minimum of 48 hours' notice to the other.

**20. MAINTENANCE**

The daily maintenance and refueling of the plant and equipment shall not be carried out during normal working hours without the express authority of the Employer's Representative. If authority is granted the item will be regarded as being under repair during the maintenance and refueling period.

**21. DAMAGE**

The Employer shall not be liable for any damage whatsoever caused to the plant and equipment whilst on the site, being operated or otherwise, or being transported to or from such site, unless such damage is as a direct result of any negligence on the part of the Employer or his representative acting within the scope of his employment. In such instances, the Employer's liability will be limited to the value of the insurance excess amount. Should the Contractor not be insured, then the Employer will not be liable for any costs.

In the event of any death or injury to any of the Contractor's employees or damage to his plant and equipment arising from the contract hereby constituted, a representative of the Employer shall cause an investigation to be instituted forthwith, and in any case, within 24 hours. The findings of such an investigation shall be communicated to the head office of the Employer and to the Contractor.

**22. OUTPUT AND BREAKDOWNS**

If any item of equipment, hired under this Contract, proves to be incapable of producing a satisfactory output, or is subject to frequent breakdown, or is broken down for an extended period, or has an average availability of less than 70% over the duration of the hire period, the Employer's Representative may consider such an item as being "unsatisfactory".

In the event of such an occurrence, the Contractor will be advised in writing as to the reason for the reduction. If no improvement in performance is evident the Contractor may be requested to remove the item from site within a reasonable period.

**23. MISCONDUCT OF CONTRACTOR'S PERSONNEL**

If, in the opinion of the Employer's Representative, any person employed by the Contractor on the site misconducts himself, or is incompetent or negligent in the performance of his duties, such Representative may report such misconduct, incompetence or negligence to the Contractor and require him to remove such person from the site. The Contractor shall comply with such request immediately, but may undertake an investigation into the allegations against such employee, and if such allegations are confirmed such employee shall not be permitted to enter upon the site thereafter. If the said allegations should prove to be unfounded or frivolous, the Contractor shall have the right,

#### Panel of Plant Hire

to bring the evidence before the Employer's Representative who may then agree to allow the person back on site. The Contractor will not receive any compensation for any costs incurred by him for this investigation.

#### **24. CAMPS**

The Contractor shall be responsible for the security of his equipment on site, and for the provision of accommodation and ablution facilities for his staff.

The Contractor shall place any camps that may be required for himself and his employees only on sites approved by the Employer's Representative. No trees or bushes shall be cut by the Contractor or by any of his employees without the written consent of the Employer's Representative and then only where he may direct. No shooting, trapping or hunting of game of any description either by the Contractor or any of his representatives shall be permitted in the vicinity of the camps.

On vacating a camp site the Contractor shall ensure that the site is left in a clean and tidy condition. All abandoned equipment or parts of equipment, old tyres, drums, spare parts and all materials and stores brought to the campsite shall be removed by the Contractor. All earth contaminated by oil spills must be removed to suitably registered waste facilities.

Camps that have been established by the Employer are for the exclusive use of the Employer's staff. The Contractor will not be permitted to utilize these facilities.

#### **25. COMPLIANCE WITH ROAD TRAFFIC ACT**

The items offered must comply in all respects with the requirements of the Road Traffic Act (Act 93 of 1996) as amended and display a Road Transportation Quality System disc (RTQS) as required.

If in terms of the Road Traffic Act and/or safety regulations require vehicles/machines to have amber flashing lights or reverse beepers the Contractor must supply and fit such a lights and beepers at no additional cost to the Employer. If instructed by the Engineer or Departmental representative that construction vehicle signs need to be fixed to them the contractor must do so at no additional cost to the Department.

#### **26. SETTLEMENT OF DISPUTES - MEDIATION**

If any dispute or difference of any kind whatsoever shall arise between the Employer's Representative and the Contractor, arising out of the Contract, it shall be referred to and settled by the Employer's Representative who shall state his decision in writing and give notice of the same to the Employer and the Contractor. If the Employer's Representative shall fail to give such decision for a period of one calendar month after being requested to do so in writing or if either the Employer or the Contractor be dissatisfied with any such decision of the Employer's Representative then and in any such case either the Employer or the Contractor may within one calendar month after receiving such notice or decision in writing require that the matter in dispute be referred to a mediator by the parties, without legal representation, at a place and time determined by the mediator. The mediator shall, by agreement between the parties, be chosen from a panel of mediators nominated from time to time by the President of the South African Institution of Civil Engineers, in consultation with the President of the South African Federation of Civil Engineering Contractors. The opinion of the mediator shall be final and binding on the Employer and the Contractor and shall not be subject to appeal.

**27. ASSIGNMENT OR CHANGE OF OWNERSHIP**

The Contractor shall not assign the contract or any part thereof or any interest therein without the written consent of the Employer. If the company is sold or the shareholding of the company changes in any way, the Employer is to be advised in writing immediately.

**28. SUBMISSION OF ACCOUNTS**

At the end of each month the Contractor shall agree the hours worked with the Employer before submitting accounts for plant and equipment hired and/or for any transportation charges incurred during that month. The invoices must be supported by signed off timesheets

**29. HIRE OF TWO OR MORE ITEMS FOR THE SAME PROJECT**

Where a number of items are to be hired for a particular project or site, the items will be selected on a preference points

**30. TRANSPORTATION**

The return rate for delivering the equipment to site is given for each type of equipment. No payment is to be made for transportation of equipment that is taken off site during the hire period due to breakdowns repairs or lack of performance.

**31. REMOVAL OF CONTRACTORS**

Contractors not conforming to the Contract requirements e.g. Tax Clearance may be removed from the Contract and/or panel.

**32. COMPLIANCE WITH THE ROAD TRAFFIC ACT**

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

**33. ANNUAL PRICE ADJUSTMENTS**

Quoted rate as per pricing schedule will be adjusted annual based on the consumer price inflation rate (CPI) as reported by the South African Reserve Bank on the 01 July of every applicable financial year starting from 01 July 2023.

**34. COMPETITIVE BIDDING AMONGST SERVICE PROVIDER LISTED ON DATABASE**

The municipality servers a right to call upon a minimum of three services providers listed on the database to submit a written quotation for a specific services as it may be in its interest to do so in line with its SCM policy.



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35. **LOCAL WORK ALLOCATION**

In a cases where an individual plant is needed to do the work, services provider will be sourced from local plant hire who are listed on the databases that met the minimum requirements for inclusion on the database.

**uMSHWATHI MUNICIPALITY  
PANEL OF PLANT HIRE  
Bid Number: T2022/23/05**

**RESPONSIVENESS AND EVALUATION CRITERIA**

**NB:** uMshwathi Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

**RESPONSIVENESS CRITERIA**

No bid will be considered by uMshwathi Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

**COMPULSORY RETURNABLE DOCUMENTS:**

Failing to submit compulsory returnable document will deem your proposal to be non-responsive and not considered for further evaluation.

- The **official Quotation document** must be fully completed in indelible black ink. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- All requested relevant and or additional documentation such as compliance certificate, professional registration, etc, must be submitted with the Bid document.
- The Bidder must be in **good standing** to do business with the public sector (not listed under tender defaulter database)
- The bidder must adhere to the **Pricing Instructions** and form of bid must be fully completed both in figures and in words where applicable.
- The **bidder's Details** must be provided
- The necessary document **authorizing the Representative to sign** and submit the bid on the bidder's behalf must be completed and signed.
- The **Municipal Bid Documents (MBDs) 4, 6.1, 8, 9** by the bidder must be completed and signed.
- Valid certificate of registration with CIDB, 1CE or Higher.
- No joint venture is allowed to bid on this tender.
- Rates and municipal services clearance certificate not in arrears for more than three (3) months. In a case where the bidder is renting, a signed lease agreement by both parties must be attached in addition to landlord's utility bill (**both the signed lease agreement and utility bill must be submitted**) In a case where the company is operating in areas where municipal services are not applicable, both Proof of Resident (POR) and Affidavit must be submitted.
- Record of addendum (if applicable)
- Letter of Good Standing Compensation for Occupational Injuries and Diseases Act (COIDA)

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- Central Supplier Database Certificate (CSD) Number,
- Valid Tax Clearance Certificate/ Verification PIN,
- Company's bank account confirmation letter.

**OTHER RETURNABLE DOCUMENTS THAT MAY BE SUBMITTED:**

- Certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS or original sworn affidavit or Certified copy of BBBEE Certificate from CIPC,
- Central Supplier Database Certificate (CSD)
- Company/ CC/ Trust/ Partnership registration certificate,
- VAT Registration certificate,
- ID certificate(s) of all directors, members and/or shareholders and
- Certificate of Authority for Signatory and Registration/ID.

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### Checklist

uMshwathi Municipality shall verify any document submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

Below document must be submitted together with the tender document on or before the tender closing date and time. **No** document will be accepted after the tender closing date and time.

1. Certificate of Registration with CIDB, 1CE or Higher ☐
2. Proof/ Report of Registration on Central Supplier Database (CSD), ☐
3. Unemployment Insurance Fund (UIF) Registration certificate (**if applicable**), ☐
4. Proof of Purchase of Tender Document (**if applicable**), ☐
5. Copy of a cancelled cheque for company or account confirmation letter from the registered financial service provider (with official stamp), ☐
6. Municipal Rates statement/ company utility bill or lease agreement, ☐
7. Copy(ies) of Identity document(s) of the company director(s), ☐
8. Company registration documents e.g. CK1/ CK2, etc. ☐
9. **ONLY** original sworn affidavit or certified copy of company BBBEE issued by accreditation agent (**SANAS only**) will be accepted (**if applicable**) ☐

**NB:** All copies must be certified, failing to submit a certified copy may result in your document being disqualified.

## FUNCTIONALITY

The evaluation of this tender shall include functionality whereby the bids will be evaluated in terms of the evaluation criteria embodied in the bid documents.

- The minimum qualifying score for the functionality will be **70 out of 100 points (70%)** and the bids that fail to achieve the minimum qualifying score will not be considered for further evaluation.
- Only bids that achieved the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 principles of the Preferential Procurement Policy Framework Act, No.5, 2000 with its 2017 Regulations.
- Points will not be given for non-submission of documents and poor response(s).

PLANT OWNERSHIP			Tick to indicate plant tendered for (✓)	Points awarded
Class of plan and equipment	Ownership	Hiring		
1. Grader	5	2.5		
2. Roller	5	2.5		
3. Water Tanker	4	2		
4. TLB	4	2		
5. 10M3 Tipper Truck	5	2.5		
6. Excavator	5	5.5		
7. Refuse collection	2	1		
8. Jet cleaning machinery	2	1		
9. Milling Machine	2	1		
10. Honey sucker	2	1		
11. Skip pickup truck	2	1		
12. Lowbed or Tow truck	2	1		
Maximum points	40	30		
<b>Evidence required for the awarding of points for each class of equipment</b> <ul style="list-style-type: none"> <li>• <b>Hired equipment:</b> Letter signed and stamped by plant Hire company accompanied with the ownership certificate and/or log book for plant hire</li> <li>• <b>Owned equipment</b> Log book or Ownership certificate issued by the Department of Transport</li> <li>• No letter or logbook or ownership certificate = <b>0 points</b></li> </ul>				

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<b>Experience</b>	<b>Points awarded</b>
<b>Previously successfully completed projects within a period of not more than (5) five years</b>	
<b>Nature of qualifying project (s)</b>  Roads, Earthworks and layer works related projects (number of qualifying projects submitted and supported by evidence x 10 points) Maximum of three projects may be submitted.	
<b>10 points will be awarded per project that meets the criteria (Appointment Letter and Completion Certificate for maximum points)</b>	
Maximum points 30	

<b>Age of equipment</b>	<b>Points awarded</b>
New to 10 years = 10 points	
10 years to 20 years = 5 points	
Older than 20 years = 2 points	
Maximum points 10 points	

<b>Machine Operator</b>	<b>Points available for award</b>	<b>Points awarded</b>
- 6 years and above Experience	10 Points	
- 3-5 years' Experience	5 Points	
- 1-2 years' Experience	2 Points	
<b>Evidence required for the awarding of points</b>  Valid Operator License / Certificate (Brief CV and copy of Certificate) Earthworks, Roads construction and Maintenance). Evidence supplied must correspond with equipment offered No supporting evidence or evidence does not meets the requirement = <b>0 points</b>  <b>No of years shall be as per valid operator licence/certificate</b>		
Maximum points 10 points		

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Contingency Plans	Points available for award	Points awarded
<b>Evidence required for the awarding of points</b>  The contingency plan is key to demonstrate capacity for the service provider during the following times, <ol style="list-style-type: none"> <li>1. When the letter of appointment is issued and your plant or hired plant is committed on other site.</li> <li>2. When your plant experience break down during the period of the project</li> <li>3. Cost of establishment and de-establishment will be carried by the service provider during the times of breakdown</li> <li>4. The plan must indicate for both hired and own plants.</li> </ol> Evidence supplied must correspond with equipment offered'.  No supporting evidence or evidence does not meets the requirement = <b>0 points</b>		
Maximum points 10		

**Registration Certificate (Ownership certificate and/or Log Book) of equipment (Maximum 40)**

- Certified copy of Certificate of Ownership submitted = points per plant.

**Company Experience (Maximum 30 points)**

- Appointment Letter and Completion Certificate = points per both letter and completion

**Age of Equipment (Maximum 10 points)**

- Log book and/or Ownership certificate issued by the Department of Transport

**Operator Experience and licenses (Maximum 10 points)**

**Contingency Plans (Maximum 10 points)**

Tenderers that score less than 70 points will not be considered further

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**Signature of company representative**

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**BANK DETAILS:**

BANK NAME: \_\_\_\_\_

BRANCH: BRANCH CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: ACCOUNT TYPE: \_\_\_\_\_

**OFFICAL STAMP FROM BANK**

<p>.....</p> <p><b>AUTHORISED BANK OFFICIAL STAMP</b></p> <p><b>Or</b></p> <p><b>ACCOUNT CONFIRMATION LETTER OF</b></p> <p><b>COMPANY</b></p>
---

AUTHORISED SIGNATURE : .....

NAME : .....

CAPACITY : .....

DATE : .....



**uMSHWATHI MUNICIPALITY**  
**Panel of Plant Hire**

Bid Number: T2022/23/05

**GENERAL CONDITIONS OF CONTRACT**

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**1. Definitions**

- 1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the tendering documents for the receipt of tenders.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
  - 1.14 "GCC" means the General Conditions of Contract.

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- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the tender will be manufactured.
- 1.17 “Local content” means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manager’s Representative” shall mean the Special projects Manager of uMshwathi Municipality.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Municipality” shall mean the uMshwathi Municipality.
- 1.20 “Municipal Manager” Or ‘Manager” shall mean the Municipal Manager of uMshwathi Municipality.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in tendering documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.27 “Supplier” means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tenderer” shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.
- 1.29 “Tort” means in breach of contract.
- 1.30 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.31 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services (excluding professional services related to the building and

#### Panel of Plant Hire

construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### 3. General

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

### 4. Standards

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### 6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

### 7. Performance security

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

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- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## 8. Inspections, tests and analyses

- 8.1 All pre-tendering testing will be for the account of the tenderer.
- 8.2 If it is a tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme

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temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

### **10. Delivery and documents**

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

### **11. Insurance**

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

### **12. Transportation**

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

### **13. Incidental Services**

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

### **14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:

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- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

#### **16. Payment**

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

#### **17. Prices**

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

#### **18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be

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approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

### **19. Assignment**

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

### **20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:



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- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

#### **24. Antidumping and countervailing duties and rights**

- 24.1 When, after the date of tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

#### **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

## **28. Limitation of Liability**

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

## **32. Taxes and duties**

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

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32.4 No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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## **SPECIAL CONDITIONS OF TENDER**

- Individual plant will be sourced at a local level.

## **AUTHORITY OF SIGNATORY TO SIGN**

(To be completed when the Bid is submitted by a Company, Corporation or Firm)

I, the undersigned, am authorized to enter into this Contract on behalf of

.....  
.....

by virtue of resolution/letter dated ....., **a certified copy of which is attached.**

Signature: .....

Name (in capital letters) : .....

In his/her capacity as : .....

Date : .....

As Witnesses:

1. Signature: .....Name: .....

2. Signature: .....Name: .....

**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

**3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\*

**YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

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

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

3.7.1 If so, furnish particulars.

.....  
.....

3.8 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**

3.8.1 If so, furnish particulars.

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....  
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.12.1 If yes, furnish particulars.

.....  
 .....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	State Employee Number

## **CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

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



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

**FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## 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 R30 000.00 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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad

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-Based Black Economic Empowerment Act;

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

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- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

## 4. POINTS AWARDED FOR PRICE

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

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

80/20                      or                      90/10

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

## 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting

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Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

#### 6. BID DECLARATION

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

#### 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)  
**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

#### 8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

##### 8.1.1 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? YES / NO (delete which is not applicable)

#### 9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm : .....

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9.2 VAT registration number :.....

9.3 Company registration number :.....

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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;

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- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. ....



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

2. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....



**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to 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

## STATEMENT OF PREVIOUS EXPERIENCE

The nomination of services, preferably of a similar nature to the requirements in this bid and which the service provider has successfully provided is required for adjudication purposes.

Please list in full the employer's name and the name of the contact person.

Failure to comply with either of these requirements may prejudice the service provider.

NAME OF ORGANIZATION	NATURE OF WORK	CONTACT PERSON & NUMBER	PRICE

Please insert pages in the same format if the space is insufficient.

BIDDER REPRESENTATIVE SIGNATURE: ..... DATE: .....

**ALTERATIONS BY SERVICE PROVIDER**

Should the service provider desire to make any changes or modifications to the contract or specification, then the service provider shall set out the proposals clearly on this sheet or, alternatively, state them in a covering letter attached to the quotation, and mention the letter/s on this sheet. If the form is not filled in, the quotation will be deemed to have been based upon this document.

If no departures or modifications are desired, this sheet must be marked **NIL**, and **signed by the Bidder**.

PAGE	CLAUSE OR ITEM

BIDDER REPRESENTATIVE SIGNATURE: ..... DATE: .....



**Form of offer: Equipment and Pricing schedule**

# **RELEVANT LIST OF PLANT AVAILABLE FOR THIS CONTRACT**

**NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED: ACCEPTABLE MASS 12 500 KG, MINIMUM POWER 90 KW**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	WIDTH OF BLADE m

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**


COMPANY STAMP

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

TO BE USED ONLY FOR ITEM **A2 – WATER TANKER****NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED – MINIMUM VOLUME OF TANK ACCEPTABLE IS 10 000 LITRES**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	VOLUME OF TANK Litres

The municipality daily wet rates for a water tanker is **R 6 144.00 (six thousand one hundred and forty four rand only)**. A once-off transportation fee offered is **R 5 000.00 (five thousand rand only)**.

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**

SIGNATURE  
DESIGNATION


COMPANY STAMP

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

TO BE USED ONLY FOR ITEM **A3 – SELF PROPELLED VIBRATING ROLLER WITH PAD FOOT STEEL DRUM OR WITH SMOOTH STEEL DRUM**

**NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED – MINIMUM SIZE ACCEPTABLE IS 15 TON**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	WIDTH OF DRUM M

The municipality daily wet rates for the vibration roller is **R6 244.00 (six thousand two hundred and forty four rand only)**. A once-off transportation fee offered is **R7 000.00 (seven thousand rand only)**.

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**

SIGNATURE  
DESIGNATION


COMPANY STAMP

--

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

TO BE USED ONLY FOR ITEM **A4 – TRACKED EXCAVATOR****NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED – MINIMUM ACCEPTABLE CAPACITY 18 TON OR ABOVE**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	CAPACITY OF BUCKET m <sup>3</sup>

The municipality daily wet rates for the Excavator is **R9 740.00 (Nine thousand seven hundred and forty rand only)**. A once-off transportation fee offered is **R9 000.00 (nine thousand rand only)**.

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**

SIGNATURE  
DESIGNATION


COMPANY STAMP

--

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED – MINIMUM ACCEPTABLE TRUCK CAPACITY 10m³**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	BIN CAPACITY m³

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**


COMPANY STAMP

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	CAPACITY OF BUCKET m³

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**


COMPANY STAMP

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

TO BE USED ONLY FOR ITEM **A7 – REFUSE REMOVAL COMPACTOR TRUCK****NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED – MINIMUM ACCEPTABLE CAPACITY 20m<sup>3</sup>**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	CONTAINER CAPACITY m <sup>3</sup>

The municipality daily wet rates for the refuse removal compactor truck is **R8 500.00 (eight thousand five hundred rand only)**. A once-off transportation fee offered is **R5 000.00 (five thousand rand only)**.

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**

SIGNATURE  
DESIGNATION


COMPANY STAMP

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BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



TO BE USED ONLY FOR ITEM **A8 – JET CLEANING MACHINE****NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED – MINIMUM ACCEPTABLE CAPACITY**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	CONTAINER CAPACITY m <sup>3</sup>

The municipality daily wet rates for the refuse removal compactor truck is **R9 500.00 (nine thousand five hundred rand only)**. A once-off transportation fee offered is **R5 000.00 (five thousand rand only)**.

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**

SIGNATURE  
DESIGNATION


COMPANY STAMP

--

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Panel of Plant Hire  
**BID FORM A9**  
**TO BE USED ONLY FOR ITEM A9 – SKIPPER TRUCK**

**NB: ALL FIELDS MUST BE COMPLETED FOR EACH MACHINE OFFERED – MINIMUM ACCEPTABLE CAPACITY**

REGISTRATION NUMBER	CHASSIS NUMBER	MAKE	MODEL	YEAR OF FIRST REGISTRATION	ENGINE OUTPUT IN KILOWATTS NET	MACHINE MASS kg	CONTAINER CAPACITY m <sup>3</sup>

COLLECTION SITE	TRANSPORT RATE	DISCRIPTION
Wartburg	R 3 650.00	Per Lift
New Hanover	R 3 800.00	Per Lift
Dalton	R 5 550.00	Per Lift
Cool Air	R 5 350.00	Per Lift
Appelsbosch	R 7 850.00	Per Lift

The municipality daily wet rates for the refuse removal skipper truck is **R 8 000.00 (eight thousand rand only)**.

I/WE\* accept the rate as indicated in bold above and offer the abovementioned items in terms of conditions of **Bid T 2022/23/05**

SIGNATURE  
DESIGNATION


COMPANY STAMP

BIDDER:

\_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ Fax : \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

TO BE USED ONLY FOR ITEM **A10 – HONEY SUCKER****NB: RATE PAYABLE FOR HONEY SUCKER WILL BE AS FOLLOWS.**

COLLECTION SITE	TRANSPORT RATE
Wartburg	R 4 300.00
New Hanover	R 4 100.00
Dalton	R 4 500.00
Cool Air	R 4 800.00
Appelsbosch	R 6 800.00

The municipality daily wet rates for the honey sucker is **R 5 000.00 (five thousand rand only)**.I/WE\* accept the rate as indicated in above in terms of conditions of **Bid T 2022/23/05**SIGNATURE  
DESIGNATION


COMPANY STAMP

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

TO BE USED ONLY FOR ITEM A11 – CONSTRUCTION SITE PERSONNEL

**NB: RATE PAYABLE FOR CONSTRUCTION SITE PERSONNEL ARE AS DETAILED BELOW. APPOINTMENT IS SUBJECT TO THE MUNICIPALITY WRITTEN CONSENT.**

POSITION	FIXED DAILY RATE
Supervisor	R480.00
Foreman	R960.00
Flagman	R240.00

I/WE\* accept the rate as indicated in above in terms of conditions of **Bid T 2022/23/05**

SIGNATURE  
DESIGNATION


COMPANY STAMP

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



TO BE USED ONLY FOR ITEM **A13 – LOWBED OR TOW TRUCK****NB: RATE PAYABLE FOR LOWBED OR TOW TRUCK WILL BE AS FOLLOWS.**

COLLECTION SITE	TRANSPORT RATE
GRADER	R 13 000.00
TLB	R 11 000.00

The municipality daily wet rates for the lowbed or tow truck is **R 5 000.00 (five thousand rand only)**.I/WE\* accept the rate as indicated in above in terms of conditions of **Bid T 2022/23/05**SIGNATURE  
DESIGNATION


COMPANY STAMP

BIDDER: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FAX; \_\_\_\_\_