



# JOHANNESBURG ROADS AGENCY(SOC) LTD

(Company Registration No: 2000/028993/07)

## TENDER DOCUMENTS – GOODS AND SERVICES

CONTRACT NO. JRA/25/68

**REQUEST FOR SERVICE PROVIDER (S): FOR THE SUPPLY, DELIVERY, OFFLOADING, COMMISSIONING AND MAINTAINANCE OF PEDESTRIAN EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

**FOR NONE-DESIGNATED SECTORS**

<b>CONTRACT NUMBER</b>	<b>CONTRACT NO. JRA/25/68</b>
<b>CONTRACT DESCRIPTION</b>	<b>REQUEST FOR SERVICE PROVIDER (S): FOR THE SUPPLY, DELIVERY, OFFLOADING, COMMISSIONING AND MAINTAINANCE OF PEDESTRIAN EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS</b>
<b>CIDB GRADING</b>	<b>N/A</b>
<b>COMPULSORY BRIEFING SESSION</b>	<b>YES</b> <b>Venue : JRA Fleet and Plant</b> <b>Depot at no 350 Albertina Sisulu Street</b> <b>Fordsburg</b> <b>Johannesburg</b> <b>(Thursday 04<sup>th</sup> December 2025 @ 10:00 am)</b>
<b>CLOSING DATE</b>	<b>04 February 2026</b>
<b>CLOSING TIME</b>	<b>11:00 am</b>



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

**CONTACT DETAILS:** .....

**EMAIL ADDRESS:** .....

**TENDER AMOUNT:** NOT APPLICABLE

**ISSUED BY:**

**THE CHIEF EXECUTIVE  
OFFICER JOHANNESBURG  
ROADS AGENCY 75 HELLEN  
JOSEPH STREET  
JOHANNESBURG 2000**

**Tell : 011 298 5000**

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# Chapter 1 - Tender Data

CONTRACT NO. JRA/25/68

**REQUEST FOR SERVICE PROVIDER (S): FOR THE SUPPLY, DELIVERY, OFFLOADING, COMMISSIONING AND MAINTAINANCE OF PEDESTRIAN EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**



a world class African city



## TENDER DATA

Clause number	Tender Data
1.1.1	The employer is the Johannesburg Roads Agency
1.1.2	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer
1.1.3	While JRA will make reasonable efforts to communicate any changes to this procurement, Amendments and Clarifications to this procurement will be communicated to bidders. Any queries must be submitted to <a href="mailto:tenderenquiries@jra.org.za">tenderenquiries@jra.org.za</a> .
1.1.4	<p>One-envelope procedure will be followed. This is a ONE Envelope submission system.</p> <p>The Bidder shall submit a signed and complete BID comprising the Returnable documents and forms in accordance with the requirements of submission (Documents Comprising BID).</p> <p>No electronic submission is permitted.</p> <p>An authorized representative of the Bidder shall sign the original submission letters in the required format.</p> <p>The authorization shall be in the form of a written Power of Attorney (Board Resolution).</p> <p>A Bid submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written Power of Attorney signed by each member's authorized representative.</p> <p>Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.</p> <p>The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate.</p> <p>The number of copies shall be One (1) Original and One (1) Copy or memory stick.</p> <p>All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>The original and all the copies of the BID / memory stick shall be placed inside of a sealed single envelope clearly marked "Name of the Tender", reference number, name and address of the</p>

Clause number	Tender Data
	<p>Bidder, and with a warning “Do Not Open until [insert the date and the time of the BID submission deadline].”</p> <p>If the envelopes and packages with the BID are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
1.1.5	Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.
1.1.6	<p>Bidders are requested to deliver the submission in one envelope. The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Physical address:</p> <ul style="list-style-type: none"> <li>• 75 Helen Joseph (Previously President Street), Johannesburg</li> </ul> <p>Location of tender box:</p> <ul style="list-style-type: none"> <li>• Ground Floor of the Johannesburg Roads Agency</li> <li>• Identification details: TENDER BOX</li> </ul> <p>Title to appear on envelope:</p> <p><b>REQUEST FOR SERVICE PROVIDER (S): FOR THE SUPPLY, DELIVERY, OFFLOADING, COMMISSIONING AND MAINTAINANCE OF PEDESTRIAN EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS</b></p> <p>This envelope must contain Bid Documentation and returnable documents.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company’s bids are clearly marked and are easily identifiable by the company’s logo or name.</p> <p><b>BIDDERS ARE REQUESTED TO DO COMBO (SPIRAL/ GLUED) BINDING IN THE BID DOCUMENTS</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
1.1.7	<p>The closing time for submission of tender offers is 11h00 on</p> <p>The Johannesburg Roads Agency is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
1.1.8	The tender offer validity period is 90 days.
1.1.9	<b>Prohibitions on awards to persons in service of the state</b>

Clause number	Tender Data
	<p>The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) A person who is an advisor or consultant contracted with the municipality or municipal entity.</li> </ul> <p>In the service of the state means to be –</p> <ul style="list-style-type: none"> <li>a) a member of: - <ul style="list-style-type: none"> <li>i. any municipal council;</li> <li>ii. any provincial legislature; or</li> <li>iii. the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) An employee of Parliament or a provincial legislature.</li> </ul>
1.1.10	<p><b>Arithmetical errors, omissions and discrepancies</b></p> <p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers.</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i. line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii. the summation of the prices.</li> </ul> </li> </ul> <p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in Figures, the amount in words shall govern.</li> <li>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>c) Where there is an error in the total of the prices either as a result of other</li> </ul>

Clause number	Tender Data
	<p>d) Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>

## **Chapter 2 : MBD Forms, Returnable Documents and Schedules**

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**MBD 1: INVITATION TO BID****PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOHANNESBURG ROAD AGENCY</b>					
BID NUMBER:	<b>CONTRACT NO. JRA/25/68</b>	CLOSING DATE:	04 February 2026	CLOSING TIME:	11:00
DESCRIPTION	<b>REQUEST FOR SERVICE PROVIDER (S): FOR THE SUPPLY, DELIVERY, OFFLOADING, COMMISSIONING AND MAINTAINANCE OF PEDESTRIAN EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED  
IN THE BID BOX SITUATED AT (STREET ADDRESS

<b>75 HELEN JOSEPH STREET, CNR HARRISON STREET</b>					
<b>JOHANNESBURG</b>					
<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>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:tenderenquiries@jra.org.za">tenderenquiries@jra.org.za</a>
E-MAIL ADDRESS	<a href="mailto:tenderenquiries@jra.org.za">tenderenquiries@jra.org.za</a>		

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

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

**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:.....

## **MBD 2: TAX CLEARANCE COMPLIANCE REQUIREMENTS**

### **CONDITIONS PERTAINING TO TAX**

#### **TAX COMPLIANCE REQUIREMENTS**

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

Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.

Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government bids. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.

The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.

Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the JRA to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system.

<b>FULL NAME OF BIDDER:</b>	<b>ELECTRONIC TAX COMPLIANCE STATUS SYSTEM PIN NO:</b>

### MBD 3.1: PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES SUBJECT TO RATES OF EXCHANGE VARIATION WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS ARE REQUIRED, THE PRICING, A SEPARATE PRICING SCHEDULE SHOULD BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....

Closing Time .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
--------------------	----------	------------------------------------------------------

- Ref .....  
-

- .....  
.....

Model .....  
of Origin

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

Not Applicable

Delivery: Firm/Not firm

- Delivery basis .....

Note: All delivery costs must be included in the price, for delivery at the prescribed destination.

\*\* "all applicable taxes" include sales tax, pay as you earn, income tax, unemployment insurance and skills development levies.

\*Delete if not applicable

### MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date Enter Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		.....
-	At:		.....
-	Brand and model		.....
-	Country of origin		.....
-	Does the offer comply with the specification(s)? *YES/NO		
-	If not to specification, indicate deviation(s)		.....
	Period required for delivery		.....
-	Delivery:		*Firm/Not firm

\*\*\*" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

### MBD 3.2: PRICE ADJUSTMENTS

## A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.  
(1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).  
R1o, R2o = Index figure at time of bidding.  
VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

## B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## MBD 4: DECLARATION OF INTEREST

**(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderer's should be used interchangeably)**

1. No bid will be accepted from persons in the service of the state\*

Any legal person, including persons employed by the state\*, or persons having a kinship with persons employed by the state\*, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state\*, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where,

- the bidder is employed by the state\*, and/or
- the legal person on whose behalf the bidding documents is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved and or adjudication of the bid.

\*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 an employee of Parliament or a provincial legislature.

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

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

3.1	Full name of bidder or his or her representative												
3.2	Identity number												
3.3	Position occupied in the company (director, shareholder <sup>2</sup> etc.)												
3.4	Company registration number												
3.5	Tax reference number												
3.6	VAT registration number												

3.7	Are you presently in the service of the state?	YES		NO	
3.7.1	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1	If so, furnish particulars:				
3.9	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	
3.9.1	If so, furnish particulars:				
3.10	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	
3.10.1	If so, furnish particulars:				
3.11	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1	If so, furnish particulars:				
3.12	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1	If so, furnish particulars:				
3.13	Do you or any of the directors, trustees, managers, principal 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	
3.13.1	If so, furnish particulars:				
3.14	Please provide the following information on <b>ALL</b> directors / shareholders / trustees /members below:				
	Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> employee number (Only to be completed if in the service of the State)	


**NB:**

- **BIDDER MUST ADD ADDITIONAL COPIES OR TABLE IF THEY HAVE MORE DIRECTORS**
- **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**
- **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

### **DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

## **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

Delete if not applicable

\*YES / NO

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

.....  
.....

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

Delete if not applicable

\*YES / NO

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

Delete if not applicable

\*YES / NO

- 2.2 If yes, provide particulars.

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

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

Delete if not applicable

\*YES / NO

- 3.1 If yes, furnish particulars

.....  
.....

\*YES / NO

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

\*YES / NO

- 4.1 If yes, furnish particulars

.....  
.....

## **CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

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

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

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

## MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- a) Price; and
- b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) & \mathbf{or} & Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) Points will be allocated in line with the equity shareholding percentage of the respective directors.***

The specific goals allocated points in terms of this tender	Number of points allocated	Number of points allocated	Number of points claimed (80/20 system)	
-------------------------------------------------------------	----------------------------	----------------------------	-----------------------------------------	--

	(80/20 system) (To be completed by the organ of state)	(90/10 system) (To be completed by the organ of state)	(To be completed by the tenderer)	Means of Verification
<b>SPECIFIC GOAL 1: HDI</b>	<b>10</b>	<b>5</b>		
Business owned by 51% or more Black People	5	3		CSD, Valid BBBEE Certificate / Affidavit Sworn under Oath, ID Copy of the owners of the business and Shareholder's certificate.
Business owned by 51% or more Women	5	2		CSD, ID Copy of the owners of the business and Shareholder's certificate
<b>SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY</b>	<b>10</b>	<b>5</b>		
SMMES (An EME OR QSE)	5	3		CSD and Valid BBBEE Certificate / Affidavit Sworn under Oath
Enterprises located within the City of Johannesburg Metropolitan Municipality	5	2		CSD and Proof of Municipal Account.

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

## MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

### FOR DESIGNATED SECTORS, WHERE ONLY LOCALLY PRODUCED GOODS OR LOCALLY MANUFACTURED GOODS MEETING THE STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT, WILL BE TAKEN INTO ACCOUNT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the Regulations, Conditions, Definitions, Directives applicable in respect of the South African Standards (SABS) approved technical specification number SATS 1286 (1) and the Guidance on the Calculation of Local Content together with the Declaration Templates [Annex C (Local Content Declaration: Supporting Schedule to Annex A), D (Imported Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. The DTI makes provision for local production and content.
  - 1.2. Where necessary, for the purposes of paragraph 1.2 above, a two stage bidding process may be followed. The first stage involves a minimum threshold for local production and content and the second stage price and points allocation.
  - 1.3. A person awarded a contract in relation to a designated sector, may not sub-contract the contract in such a way that the local production and content of the overall value of the contract is less than the stipulated minimum threshold.
  - 1.4. The local content, expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2000.
- Where
- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

1.5. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertisement proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding VAT;
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production of only locally produced services, works or goods or locally manufactured goods that meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means to sign a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or a legally responsible person nominated in writing by the Chief Executive Officer or a member / person with management responsibility (close corporate officer or an individual).
- 2.6. **“imported”** means that portion of the bid price represented by the cost of components and materials which have been or are still to be imported (whether by the bidder or subcontractors) and which costs are inclusive of the costs abroad (this includes intellectual property costs), plus freight and other direct importation costs as landing costs, dock duties, import duty, sales duty or other similar tax or duty levied at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry;

2.9. **“sub-contract”** means the primary contractor’s assignment of work to, or employing another person to support such work, in connection with the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid**

(Not specify on the designated industry)

Description of services, works or goods Stipulated minimum threshold

N/A	
N/A	

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

4.1 If yes, the rate of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	

Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....  
(b) Practice number: .....  
(c) Telephone and cell number: .....  
(d) Email address: .....

(Documentary proof regarding the declaration, if required, be submitted to the satisfaction of the Accounting Officer / Authority)

Where, after the award of a bid, challenge is filed in meeting the stipulated minimum threshold for local content the bidder shall be required to furnish the same accordingly in order for the DTI to verify and in consultation with the Accounting Authority provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO THE SCHEDULE OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION**  
**LEGALLY REPRESENTED BY CHIEF FINANCIAL OFFICER OR OTHER**  
**EXECUTIVE OFFICER NOMINATED IN WRITING BY THE CHIEF**  
**(CLOSE COMPANY OR PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Declaration Templates (Annex C, D and E) is accessible on <http://www.mbd-forms-and-services-2/industrial-development/industrial-procurement/>. Bidders must complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C must be submitted with the bid documentation at the closing date of the bid in order to substantiate the declaration made in paragraph (c) above.** Declaration D and E should be kept by the bidders for verification purposes for at least 5 years. The successful bidder is required to continuously update Declaration D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder entity),  
the following:

(a) The facts contained in this declaration are true and correct to my own personal knowledge.

(b) I have satisfied:

- (i) the goods to be delivered in terms of the above-specified bid conform to the minimum local content requirements as specified in the bid, as determined in terms of SATS 1286:2011; and
- (ii) the Declaration D and E templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content**

percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality / Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as required by SATS 1286:2011, may result in the Procurement Authority / Municipality / Municipality imposing any or all of the remedies as provided for under the Public Procurement Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Not Applicable**



[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

(D32) Total imported value by tenderer	R 0
----------------------------------------	-----

(D45) Total imported value by 3rd party	R 0
-----------------------------------------	-----

[illegible]

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
------------------------------------------------------------------------------------------	-----

**CHAPTER 2—29 OF 91** MBD FORMS, RETURNABLE DOCUMENTS AND SCHEDULES



## **MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

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

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - 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 goods and/or works 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: .....

## **MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

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

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

<b>EM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>RAND</b>	<b>DELIVERY PERIOD</b>	<b>TOTAL PREFERENCE POINTS CLAIMED</b>	<b>POINTS CLAIMED FOR EACH SPECIFIC GOAL</b>

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## MBD 7.2: 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 document (name of the institution)..... in accordance with the requirements / directives / proposals specifications stipulated in Bid Number..... quoted. My offer/s remain binding upon me and open for acceptance by the 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 the agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM;
    - Certificate of Independent Bid D
    - Special Conditions of Contract
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the validity of my bid; that the price(s) and rate(s) quoted cover all the services and conditions stipulated in the bidding documents; that the price(s) and rate(s) cover all my obligations and conditions stipulated in the bidding documents; and that the price(s) and rate(s) and calculations will be at my own risk and responsibility.
4. I accept full responsibility for the due fulfilment of all obligations and conditions stipulated in the bidding documents and I am principal liable for the due fulfilment of this contract.
5. I declare that I have not entered into any collusive practices with any bidder or any other person regarding this contract.
6. I confirm that I am not a party to this contract.

.....  
CAPACITY: .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE .....

**Not Applicable**

**MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES**

**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 annexure(s).
2. An official order indicating service delivery instructions is forth
3. I undertake to make payment for the services rendered ..... the terms and  
conditions of the contract, within 30 (thirty) days after rec

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL REFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am ..... on this contract.

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL

**WITNESSES**

1 .....

2 .....

DATE: .....

## MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE FILLED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

7. I hereby undertake to lease property/ purchase all or a part of the land and/or services described in the attached bidding document (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the closing time. My offer/s remain binding upon me and open for acceptance by the institution during the validity period indicated and calculated from the closing time.
8. The following documents shall be deemed to have been read and construed as part of this agreement:
- (vii) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance;
    - Pricing schedule;
    - Preference of Local Content/ Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of no conflict of interest;
    - Declaration of no fast SCM practices;
    - Specification of contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify).....
9. I confirm that I am responsible for the correctness and validity of my bid; that the price(s) cover all my obligations and I accept that the price(s) cover all my obligations and I accept that any mistake in the price(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions stipulated on me under this agreement as the principal liable for the due performance of the contract.
11. I agree to make payment for the leased property/ goods/services as specified in the bidding documents.
12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
13. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

3. ....

DATE: .....

**Not Applicable**

**MBD 7.3: CONTRACT FORM - TENDER FOR INCOME-GENERATING  
CONTRACTS**

**PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)**

4. I..... in my capacity as.....  
accept your bid under reference number .....dated.....  
of property/ purchase of goods/services indicated hereunder and/or further  
annexure(s).
5. I undertake to make the leased property/ goods/services available in acc.....ns  
and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TO PRE POIN	ENTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized.....t.

SIGNED AT .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## MBD 8: 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:
  - 3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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><b>(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).</b></p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

### **CERTIFICATION**

**I THE UNDERSIGNED**

**(NAME).....CERTIFY THAT THE INFORMATION  
FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE JRA MAY  
ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

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

NAME OF BIDDER ..... POSITION .....

## 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:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

## FORM A: CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

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

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners:

(Name of Firm) .....

held on ..... that:

**FULL NAMES** .....

**SIGNATURE** .....

In his/her/their capacity as .....  
is/are hereby authorised to enter into, sign and execute and complete any documents relating to  
Bid and/or Contracts for the supply of goods and services.

NAME	CAPACITY	SIGNATURE

NOTE:

1. \*Delete which is not applicable
2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

## FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD)

Bidders must submit Vendor Number Registration with Central Supplier Database.

CENTRAL SUPPLIER DATABASE DETAILS	
ENTITY NAME	
CSD VENDOR REGISTRATION NUMBER	
NAME ENTITY REPRESENTATIVE	
POSITION	
SIGNATURE	
DATE	

## FORM C: CURRENT MUNICIPAL CHARGES

### COMPANY MUNICIPAL CHARGES

#### BIDDERS PLEASE NOTE:

Bidders must complete this form and/or to attach the required invoices/statement of account to the bid submission.

DESCRIPTION	BIDDERS MUNICIPAL ACCOUNT DETAILS
Municipality where business is situated:	
Registered Account No for Entity:	
Stand No:	

Please attach the following documents to the bid:

- a) Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding for 90 days and more will not be accepted.
- b) In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.
- a) Bidders operating from home must submit affidavit to that effect. *(The affidavit template to be used is included below)*

## MUNICIPAL RATES AND TAXES – DIRECTORS’ PRIVATE PROPERTIES

### BIDDERS PLEASE NOTE:

Bidders must complete this form and/or to attach the required invoices/statement of account to the bid submission.

DIRECTOR 1 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 2 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

DIRECTOR 3 - MUNICIPAL RATES AND TAXES DETAILS	
Name and Surname:	
Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

**DIRECTOR 4 - MUNICIPAL RATES AND TAXES DETAILS**

Name and Surname:

Municipality where property is situated:

Registered Account No for Property:

Stand No/Address:

Signature:

**DIRECTOR 5 - MUNICIPAL RATES AND TAXES DETAILS**

Name and Surname:

Municipality where property is situated:

Registered Account No for Property:

Stand No/Address:

Signature:

**DIRECTOR 6 - MUNICIPAL RATES AND TAXES DETAILS**

Name and Surname:

Municipality where property is situated:

Registered Account No for Property:

Stand No/Address:

Signature:

**DIRECTOR 7 - MUNICIPAL RATES AND TAXES DETAILS**

Name and Surname:

Municipality where property is situated:

Registered Account No for Property:

Stand No/Address:

Signature:

**DIRECTOR 8 - MUNICIPAL RATES AND TAXES DETAILS**

Name and Surname:

Municipality where property is situated:	
Registered Account No for Property:	
Stand No/Address:	
Signature:	

Bidders can include more tables if they have more directors, all directors must provide municipal rates and taxes information. Please attach the following documents to the bid:

- b) Most recent municipal Invoice / statement / account of Business Entity. Accounts outstanding for 90 days and more will not be accepted.
- c) In cases where the business has signed a lease agreement, proof must be provided from the Landlord or owner indicating that the business's Rates and Taxes is not outstanding.
- d) Bidders operating from home must submit affidavit to that effect. *(The affidavit template to be used is included below)*

## FORM D: COMPANY FINANCIAL REFERENCE AND RATINGS

### FINANCIAL REFERENCES

#### a) BANK RATING

It is requisite that a bank rating be obtained, bearing an original stamp and the manager's signal by the relevant bank.

Failure to complete the bank rating form overleaf may invalidate the pre-qualification application.

#### b) COMPANY BANK DETAILS

I/We hereby authorize the Employer/Employers Representative to approach all or any of the following banks for a reference:

Description of Bank Detail	Bank Detail applicable to Company Head Office	Bank Detail applicable to the Site of the Works
Name of Bank		
Account Number		
Branch Name		
Branch Code		
Street Address		
Bank Rating		

Signed at .....On this ..... Day of .....20.....

Name of signatory : .....

Name of company : .....

**FORM E: CLAUSE ON INVALID AND IRREGULAR BID APPLICATIONS AND  
BREACHES OF BID AGREEMENTS**

Provided false information in any bid application

Exerted undue influence on any person involved in considering a bid

Provided a financial or other reward

Where the supplier fails to comply with the required specifications of services and goods

**BID NUMBER** .....

.....  
**SIGNATURE OF BIDDER**

.....  
**DATE**

## FORM F: PRICING SCHEDULE AND REQUIREMENTS

This section must be completed in full otherwise bidders are liable to rejection on the grounds of being incomplete.

### Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

### Alternative tender offers

Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**NB ANY AMENDMENTS TO THE BID DOCUMENTS MUST BE SIGNED IN FULL BY THE BIDDER'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE BIDDER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERATIONS. FAILURE TO OBSERVE WILL LEAD TO THE BID BEING DISQUALIFIED.**

**ANY COMPLETION OF THE BID DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND MIGHT DISQUALIFY THE BID.**

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Special / Technical Information and Specifications and with the General Conditions of Contract and General Conditions to Bidders included in the bid document and hereby agree to:-

Indicate if there would be a price increase applicable and attach proof thereof

SIGNED ON BEHALF OF THE BIDDER: ..... (Signature)

NAME OF SIGNATORY (in capital letters) .....

## FORM G: RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Johannesburg Roads Agency or their Agent before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

.....  
SIGNATURE OF BIDDER

.....  
DATE

**FORM H DECLARATION OF INSURANCE AVAILABILITY (COMPULSORY)**

**NB: NON COMPLIANCE TO THIS REQUIREMENT WILL RENDER THE BID NON RESPONSIVE**

INSURANCE NAME:	
DATE INSURED:	
SUMMARY OF INSURANCE SCHEDULE	
VALID	YES: NO:
NAME OF INSURER	
SUMMARY OF LIMITATIONS/ EXCLUSIONS	

**NB: Copies of the form can be made for allow for the declaration of more than one insurance availability.**

## FORM I 1: COMPANY REFERENCES FORM

**THIS FORM IS TO BE COMPLETED BY THE BIDDER'S REFEREES / CLIENT AND NOT THE BIDDER. FAILURE TO COMPLETE THIS FORM WILL RESULT IN ZERO POINTS ALLOCATED**

Client / Referee:					
Contract Number:					
Contract Description:					
Contract Value: (e.g. R0.5m)					
Start Date: (dd/mm/yyyy)					
Completion Date: (dd/mm/yyyy)					
Duration					
Was their performance satisfactory?	YES / NO				
Was the quality / specification complied with?	YES / NO If No, please furnish details:				
Please rate the service provider out of 5, with 5 being excellent and 1 score being unacceptable	1	2	3	4	5
Client Contact Person: (e.g. D. Dakolo 011 000.0000)					
<b><i>Duly Authorised 'Personnel signature confirming that: Form is completed in full and that the information provided is a true reflection. (Mandatory company stamp)</i></b>					

## FORM I 2: COMPANY REFERENCES FORM

**THIS FORM IS TO BE COMPLETED BY THE BIDDER'S REFEREES / CLIENT AND NOT THE BIDDER. FAILURE TO COMPLETE THIS FORM WILL RESULT IN ZERO POINTS ALLOCATED**

Client / Referee:					
Contract Number:					
Contract Description:					
Contract Value: (e.g. R0.5m)					
Start Date: (dd/mm/yyyy)					
Completion Date: (dd/mm/yyyy)					
Duration					
Was their performance satisfactory?	YES / NO				
Was the quality / specification complied with?	YES / NO If No, please furnish details:				
Please rate the service provider out of 5, with 5 being excellent and 1 score being unacceptable	1	2	3	4	5
Client Contact Person: (e.g. D. Dakolo 011 000.0000)					
<b><i>Duly Authorised 'Personnel signature confirming that: Form is completed in full and that the information provided is a true reflection. (Mandatory company stamp)</i></b>					

### FORM I 3 : COMPANY REFERENCES FORM

**THIS FORM IS TO BE COMPLETED BY THE BIDDER'S REFEREES / CLIENT AND NOT THE BIDDER. FAILURE TO COMPLETE THIS FORM WILL RESULT IN ZERO POINTS ALLOCATED**

Client / Referee:					
Contract Number:					
Contract Description:					
Contract Value: (e.g. R0.5m)					
Start Date: (dd/mm/yyyy)					
Completion Date: (dd/mm/yyyy)					
Duration					
Was their performance satisfactory?	YES / NO				
Was the quality / specification complied with?	YES / NO If No, please furnish details:				
Please rate the service provider out of 5, with 5 being excellent and 1 score being unacceptable	1	2	3	4	5
Client Contact Person: (e.g. D. Dakolo 011 000.0000)					
<b><i>Duly Authorised 'Personnel signature confirming that: Form is completed in full and that the information provided is a true reflection. (Mandatory company stamp)</i></b>					

#### FORM I 4 : COMPANY REFERENCES FORM

**THIS FORM IS TO BE COMPLETED BY THE BIDDER'S REFEREES / CLIENT AND NOT THE BIDDER. FAILURE TO COMPLETE THIS FORM WILL RESULT IN ZERO POINTS ALLOCATED**

Client / Referee:					
Contract Number:					
Contract Description:					
Contract Value: (e.g. R0.5m)					
Start Date: (dd/mm/yyyy)					
Completion Date: (dd/mm/yyyy)					
Duration					
Was their performance satisfactory?	YES / NO				
Was the quality / specification complied with?	YES / NO If No, please furnish details:				
Please rate the service provider out of 5, with 5 being excellent and 1 score being unacceptable	1	2	3	4	5
Client Contact Person: (e.g. D. Dakolo 011 000.0000)					
<b><i>Duly Authorised 'Personnel signature confirming that: Form is completed in full and that the information provided is a true reflection. (Mandatory company stamp)</i></b>					

## FORM I 5 : COMPANY REFERENCES FORM

**THIS FORM IS TO BE COMPLETED BY THE BIDDER'S REFEREES / CLIENT AND NOT THE BIDDER. FAILURE TO COMPLETE THIS FORM WILL RESULT IN ZERO POINTS ALLOCATED**

Client / Referee:					
Contract Number:					
Contract Description:					
Contract Value: (e.g. R0.5m)					
Start Date: (dd/mm/yyyy)					
Completion Date: (dd/mm/yyyy)					
Duration					
Was their performance satisfactory?	YES / NO				
Was the quality / specification complied with?	YES / NO If No, please furnish details:				
Please rate the service provider out of 5, with 5 being excellent and 1 score being unacceptable	1	2	3	4	5
Client Contact Person: (e.g. D. Dakolo 011 000.0000)					
<b><i>Duly Authorised 'Personnel signature confirming that: Form is completed in full and that the information provided is a true reflection. (Mandatory company stamp)</i></b>					

## TECHNICAL SPECIFICATIONS RETURNABLES

## Pedestrian Construction Equipment (Minor plant) Quality Compliance

- The bidder must complete attach the technical data sheets for all the items in the bill of quantities
- .
- Bidder must price for all the items on the bill of quantities and all sections (Purchase, Service, Maintenance and Training)
- Items not priced on any sections(Purchase, Service, Maintenance and Training) will invalidate the bid

**ITEM 1: RAMMER TWO STROKE SELF PROPELLED****Technical Specification for:**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for general repairs and minor construction of roads, pavements, including compaction of asphalt materials

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Shoe Size: greater than 280 X 330mm	
Shoe Material: Steel plate with plastic sound damper insert	
Min. Stroke at ramming show: 70mm	
Min. Blows / Min: 700	
Min force per blow: 12kN	
Engine type: 2-stroke, petrol,/ diesel air cooled, with rope start/or automatic start and automatic cut-off system	
Engine power: 2kW minimum	
Min. Fuel Tank capacity: 3.0 L	
Air filter: Machine to be fitted with 4 stage dry type air filter incorporating cyclonic pre-filter. Air filter housing shall have suitable external protection against damage during operation, transportation and storage.	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

**ITEM 2: RAMMER FOUR STROKE.****Technical Specification for:**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for general repairs and minor construction of roads, pavements, including compaction of asphalt materials

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 55kg	
Shoe Size: 280 X 330mm	
Shoe Material: Steel plate with plastic sound damper insert	
Min. Stroke at ramming show: 55mm	
Min. Blows / Min: 680	
Min force per blow: 12kN	
Engine type: 4-stroke, petrol, diesel air cooled, with rope start /automatic start and automatic cut-off system	
Engine power: 2kW minimum	
Min. Fuel Tank capacity: 3.0 L	
Air filter: Machine to be fitted with 4 stage dry type air filter incorporating cyclonic pre-filter. Air filter housing shall have suitable external protection against damage during operation, transportation and storage.	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

### ITEM 3: DOUBLE-DRUM VIBRATING ROLLER, PEDESTRIAN TYPE

#### Technical Specification for:

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for general repairs and minor construction of roads, pavements, including compaction of asphalt materials and base materials

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 800kg	
Operating width: 650mm	
Centrifugal Force: 18kN	
Frequency: 2—66pprox.. 50Hz	
Grade ability: 40% without vibration	
Travel speed: 65m/minute (forward); speeds must be infinitely variable in both directions	
Engine type: 4-stroke, Diesel/Petrol, air cooled, with crank start or automatic start and automatic cut-off system	
Engine power: 6kW minimum	
Air filter: dry type with Cyclone Pre-Cleaner	
Vibrator Drive: hydro static, direct	
Vibrator: maintenance free	
Drum Drive: both drums to be driven, hydro static, direct	
Drum diameter: 400mm or more	
Drum Scrapers: to be fitted front and rear of all drums and to be easily adjustable	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

**ITEM 4: VIBRATING PLATE COMPACTOR, SINGLE DIRECTION****Technical Specification for:**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for general repairs and minor construction of roads, pavements, including compaction of asphalt materials

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 80 – 85kg	
Operating width: 500mm	
Centrifugal Force: 15kN	
Frequency: 2—67pprox.. 100Hz	
Grade ability: 30%	
Travel speed: 20m/minute	
Engine type: 4-stroke, petrol, air cooled, with rope start /automatic start and automatic cut-off system	
Engine power: 4kW minimum	
Air filter: dry type with Cyclone Pre-Cleaner	
Vibrator Drive: with Centrifugal Clutch and V-Belt	
Vibrator: maintenance free	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

**ITEM 5: REVERSIBLE VIBRATING PLATE COMPACTOR 40 CM.****Technical Specification for:**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for general repairs and minor construction of roads, pavements, including compaction of asphalt materials

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 160kg	
Operating width: 400mm	
Centrifugal Force: 25kN	
Frequency: 2—68pprox.. 91Hz	
Grade ability: 29%	
Max allowable tilt: 24°	
Min Fuel tank capacity: 3l	
Engine type: 4-stroke, petrol, diesel air cooled, with rope start/automatic start and automatic cut-off system	
Engine power: 3.3 kW minimum	
Air filter: dry type with replaceable paper cartridge	
Drive V-belt driven via centrifugal clutch incorporating an adjustable drive pulley for v –belt tensioning	
Reverse / min forward speed 19m/min	
Base plate thickness minimum 10mm	
Base plate materials: Base plate to be manufactured from GGG70 Spheroidal Graphite Iron for high abrasive wear and cracks.	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

**ITEM 6: REVERSIBLE VIBRATING PLATE COMPACTOR 50 CM.**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for general repairs and minor construction of roads, pavements, including compaction of asphalt materials

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 170kg	
Operating width: 500mm	
Centrifugal Force: 31kN	
Frequency: 2—69pprox.. 91Hz	
Grade ability: 29%	
Min Fuel tank capacity: 5l	
Engine type: 4-stroke, petrol, diesel air cooled, with rope start/automatic start and automatic cut-off system	
Engine power: 4.9 kW minimum	
Air filter: dry type with replaceable paper cartridge	
Drive V-belt driven via centrifugal clutch incorporating an adjustable drive pulley for v –belt tensioning	
Reverse / min forward speed 19m/min	
Controls: Forward/reverse controls to be rubber mounted on the guide handle to reduce hand arm vibration	
Base plate thickness minimum 10mm	
Base plate materials: Base plate to be manufactured from GGG70 Spheroidal Graphite Iron for high abrasive wear and cracks.	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

## **ITEM 7: PAVING BREAKER, PETROL, 2 STROKE TAR CUTTING TOOL 75 MM WIDE MOIL, CHISEL, AND TROLLEY**

**Technical Specification for:**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
If yes complete the table below		

**Duty:** The machine/s will be mainly used for general demolition work during repairs and construction of roads, pavements, parking lots, etc. and should also be able to be used for minor compaction tasks during back filling operations

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 2—70pprox.. 25kg	
Impact Force per blow: 70J minimum	
Blows per minute: 1.250	
Power: 2.5kW	
Percussion System Drive: direct, preferably with 'slow start' feature	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

**ITEM 8: COMBINATION AND COMPATIBLE PAVING BREAKER ELECTRIC WITH PORTABLE GENERATOR, PETROL POWERED**

**Technical Specification for:**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for general demolition work during repairs and construction of roads, pavements, parking lots, etc. and should also be able to be used for minor compaction tasks during back filling operations

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 2—71pprox.. 25kg	
Impact Force per blow: 70J minimum	
Blows per minute: 1.250	
Electric Motor: maintenance-free (brush less) type operating on 230V/50Hz power supply	
Power: 2.5kW but not exceeding 16A power draw	
Power Cable: 5m minimum	
Percussion System Drive: direct, preferably with 'slow start' feature	
Guide Handles: width not to exceed 600mm width and to be shock-absorber mounted to reduce Hand/Arm Vibration	
Breaking Tools Required for specific equipment Tar cutting tool 75mm wide, moil, chisel and trolley	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

## ITEM 9: PORTABLE GENERATOR, PETROL POWERED

### Technical Specification for:

	YES	NO
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Is the bidder tendering for this item (tick applicable)		
If yes complete the table below		

**Duty:** The machine/s will be mainly used to provide electric power to various electric power tools on construction sites (excluding welding functions)

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 2—72pprox.. 70kg	
Power Output: 4.5kVA	
Output Voltage: 230V / 50Hz	
Engine: 4-stroke, petrol, with rope start and automatic cut-off system for low oil pressure	
Engine Power: 6kW minimum	
Fuel Tank: minimum 11ℓ	
Generator: Synchronous type, maintenance free	
Power Outlets: 2 x 3-pin sockets with independent isolator switches	
Frame: Sturdy tubular steel type with all-round protection	

**NB: Must provide compatible breakers with the generator**

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

## ITEM 10: CHAIN SAW

**Technical Specification for:**

	YES	NO
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Is the bidder tendering for this item (tick applicable)		
If yes complete the table below		

**Duty:** The machine/s will be mainly used for cutting trees and brunches.

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating length blade 18"	
Frequency: 2—73pprox.. 3000 RPM	
Engine type: 4-stroke, petrol, air cooled, with rope start and automatic cut-off system for low oil pressure	
Engine power: 50cc minimum	
Air filter: dry type with Cyclone Pre-Cleaner	
Safety blade stop mechanism	
Chain sharpening file and headgear	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

## ITEM 11: LIGHT DUTY LAWN MOWER

### Technical Specification for:

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for light grass cutting.

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating width: 500mm	
Frequency: 2—74approx.. 2500 RPM	
Engine type: 4-stroke, petrol, air cooled, with rope start and automatic cut-off system for low oil pressure	
Engine power: 3.5 H. P minimum	
Air filter: dry type with Cyclone Pre-Cleaner	
Direct drive blade with clutch	
Safety guard to be secure in position	
Blade with clutch	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

## ITEM 12: BRUSH CUTTER

**Technical Specification for:**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The machine/s will be mainly used for bush grass cutting

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Blade and Cord attachment system	
Frequency: 2—75pprox.. 2500 RPM	
Engine type: 4-stroke, petrol, air cooled, with rope start and automatic cut-off system for low oil pressure	
Engine power: 50cc minimum	
Air filter: dry type with Cyclone Pre-Cleaner	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

**ITEM 13: SUBMERSIBLE WATER PUMP**

**Technical Specification for:**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty: The diaphragm pump must be able to pump water to a minimum 3metre head and a delivery pipe of 75 mm.**

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating suction pipe diameter 75mm	
Variable speed control	
Engine type: 4-stroke or 2 stroke optional, petrol or diesel, air cooled, with rope start or automatic start and automatic cut-off system	
Engine power: 5 H.P. minimum	
Air filter: dry type	
Rubber mounted on frame	
Supply suction hose and fitting	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

**ITEM 14: BITUMEN BLEND PRIME PUMP MACHINE DIRECT FROM DRUM HOT OR COLD BITUMEN EMULSION SPRAYING MACHINE**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Technical Specification for:**

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating weight: 120kg unloaded full turntable steering with tow bar handle	
Operating width: $\pm$ 1m wheel to wheel	
4 x Wheel trolley chassis double diaphragm pump air receiver for constant spray solid frame structure	
4 x Wheels $\pm$ 400mm diameter (solid rubber)	
Frame to hold 210L drum of Bitumen	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

## ITEM 15: ASPHALT CUTTER SPECIFICATION

### Technical Specification for:

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Blade sizes of up to 450mm, operating weight of 115 to 135kgs and maximum cutting depth of 14.5cm.	
Double water blade cooling system.	
Extended frame with a cutting guide for accuracy of work.	
Robust, engine type – 114HP to 135 petrol or diesel.	
Easy crank for raising and lowering cutting depth.	
Corrosion-free water tank with heat guard.	
Easy blade replacement.	
Comfortable grip handles.	
Hinged front lift for blade guard.	
Emergency stop for heightened safety.	
Rubber wheels.	
Dual Engine filtration system, to work in dusty conditions.	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

## ITEM 16: TRASH PUMP

**Technical Specification for: Trash Pump.**

	YES	NO
Is the bidder tendering for this item (tick applicable)		
<i>If yes complete the table below</i>		

**Duty:** The diaphragm pump must be able to pump Trash to a minimum +- 10 metre head and a delivery pipe of +- 120 mm/m.

MINIMUM SPECIFICATION	TENDERER'S OFFER/TECHNICAL DATA SHEET
Operating suction pipe diameter +- 120mm	
Variable speed control	
Self-priming	
Engine type: 6-stroke or 4 stroke optional, petrol or diesel, air cooled, with rope start and automatic cut-off system for low oil pressure	
Engine power: +- 3,500 rpm	
Force air- cooled	
Rubber mounted on frame	
Supply suction hose and fitting	
Lifting Devices: lifting frame for crane, plus lifting handles for manual lifting	
Inlet/outlet diameter: +- 120mm	
Requirement capable of pumping up a +- & metre head	
Total head lift: +- 25 m	
Max Pumping Capacity : +-1840L/min	

NB: ALL NEW MACHINES TO BE PROVIDED WITH A MINIMUM OF ONE YEAR FACTORY WARRANTY ON ALL COMPONENTS.

Name of Bidder: .....

Signature.....

Date.....

## Chapter 3

CONTRACT NO. JRA/25/68

**REQUEST FOR SERVICE PROVIDER (S): FOR THE SUPPLY, DELIVERY, OFFLOADING, COMMISSIONING AND MAINTAINANCE OF PEDESTRIAN EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

For



## GENERAL CONDITIONS OF CONTRACT

### 1. Definition

The following terms shall be interpreted as indicated:

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

by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 1.26. NEMA is an abbreviation for National Environmental Management Act
- 1.27. ASTM is an abbreviation for American Society for Testing and Materials

## **2. Application**

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

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

**5. Use of contract documents and information; inspection. Obligations of the supplier covered under the contract.**

**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. 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.

**7. Performance security**

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

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

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

**7.3.1.** a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

**7.3.2.** 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 in SCC.

**8. Inspections, tests and analyses**

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

**8.2.** If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a

representative of the Department or an organization acting on behalf of the Department.

- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental**

**13.1.** The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

**13.1.1.** Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

**13.1.2.** furnishing of tools required for assembly and/or maintenance of the supplied goods;

**13.1.3.** furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

**13.1.4.** 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

**13.1.5.** 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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts

**14.2.** Manufactured or distributed by the supplier:

**14.2.1.** 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

**14.2.2.** in the event of termination of production of the spare parts:

**14.2.2.1.** Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

**14.2.2.2.** 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 in SCC.

**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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

**15.5.** If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the 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 in SCC.

**16.2.** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

**16.3.** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

**16.4.** Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

**19.1.** The 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 bid. Such notification, in the original bid or later, shall not relieve the supplier from

any liability or obligation under the contract.

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

**21.1.** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

**21.2.** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

**21.3.** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

**21.4.** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

**21.5.** 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 without the application of penalties.

**21.6.** Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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 or specified within the SCC. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination**

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

- 23.1.1.** 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;
  - 23.1.2.** if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3.** 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.
- 23.3.** Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4.** If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5.** Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6.** If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1.** the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2.** the date of commencement of the restriction
  - 23.6.3.** the period of restriction; and
  - 23.6.4.** the reasons for the restrictions.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7.** If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to

determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

**25.1.** Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

**25.2.** If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

**27.1.** If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

**27.2.** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

**27.3.** Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2. the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. 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
- 28.1.2. 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**

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

**31. Notices**

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

**32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This

certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

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

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

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

General Conditions of Contract (revised July 2010)

## **Chapter 4 : Project Description Special Conditions of a Contract**

**CONTRACT NO. JRA/25/68**

**REQUEST FOR SERVICE PROVIDER (S): FOR THE SUPPLY, DELIVERY, OFFLOADING, COMMISSIONING AND MAINTAINANCE OF PEDESTRIAN EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**



## **SPECIAL CONDITIONS**

**NB.** The attention of the bidder is drawn to the fact, although titled “Conditions of Bid – Conditions of a General Nature and General Conditions of Contract” shall apply, where applicable, to the Contracts of pedestrian construction equipment (minor plant) under this contract.

### **A. DEFINITIONS:**

- A.1 The Fleet and Plant Manager - shall be the Fleet and Plant Manager of the Transport Division of JRA Fleet and Plant.
- A.2 The Assistant Manager Contracts shall mean the JRA’s staff member in-charge of “Contracts Division “or his authorized representative.
- A.3 “Manager” shall mean the JRA’s official in charge of a District/ Depot/ Department or site or his duly authorized representative.
- A.4 “General Executive Manager: Finance” shall mean the JRA’s head of the Finance department or his duly authorized representative.
- A.5 “General Executive Manager: Business Implementation” shall mean the JRA’s Operations head of the Business Implementation Department (Operations) his duly authorized representative.
- A.6 “Pedestrian construction equipment (Minor Plant) “Means the equipment listed in the schedule and has corresponding meaning.

### **LIST OF ABBREVIATIONS**

SANS	:	South African National Standards
SABS	:	South African Bureau of Standard
JRA	:	Johannesburg Roads Agency
MFMA	:	Municipal Finance Management Act
QSE	:	Qualified Small Enterprise
SCC	:	Special conditions of Contract
SCM	:	Supply Chain Management
ToR	:	Terms of reference
CoJ	:	City of Johannesburg
SETA	:	Sector Education and Training Authority

## **1. PERIOD OF CONTRACT**

- 1.1 The contract for the purchase, supply, deliver, maintain and service of pedestrian construction equipment (minor plant) and will be awarded for period of three years commencing from the date of award. The JRA reserve the right to purchase equipment on an as and when basis. Chief Financial Officer will advise notification of acceptance of bid.
- 1.2 The Assistant Manager: Contracts or his authorized representative will; as requested issue orders for the supply, deliver, maintenance of specific items of minor plant as and when required.
- 1.3 The bidder must state on the Form of Bid the earliest date on which (s)he can supply after notification of acceptance of bid.
- 1.4 Notwithstanding Clause 12 of the “Condition of Bid” the rates bided will be held open for acceptance by the JRA for the period of **120 days from date of closure of bids**, during which period the bidder agrees not to withdraw the same or impair or derogate from its effect.

## **2. BACKGROUND AND OVERVIEW**

- 2.1 The Johannesburg Road Agency (JRA) was formed in 2001 following the transformation of the Johannesburg Metro. The JRA has embarked on a journey to become an effective and efficient service provider. The JRA then engaged on the process aiming at highlighting gaps in the current system and identify future systems required.
- 2.2 The JRA’s main objective is to be a world-class company, which manages and develops a balanced road services infrastructure to enable sustainable service delivery and movement for economic growth. The JRA is striving for zero defects and to ensure high quality performance and delivery.
- 2.3 The JRA is able to achieve such through the aid of suppliers providing it with the required resources in order to carry out its function.
- 2.4 As part of the resources required ensuring a high quality road service infrastructure, JRA requires the provision of supply, deliver, maintain and service of pedestrian equipment (minor plant) on an as and when basis for a period of three years within the region of the City of Johannesburg.
- 2.5 The JRA intends to enter into a Service Level Agreement with a contractor who is able to provide the required service to the JRA.
- 2.6 The duration of the appointment is to be for a period of three years (36 months).
- 2.7 The pedestrian construction equipment (minor plant) to be provided are those specific items included in the pricing schedule.

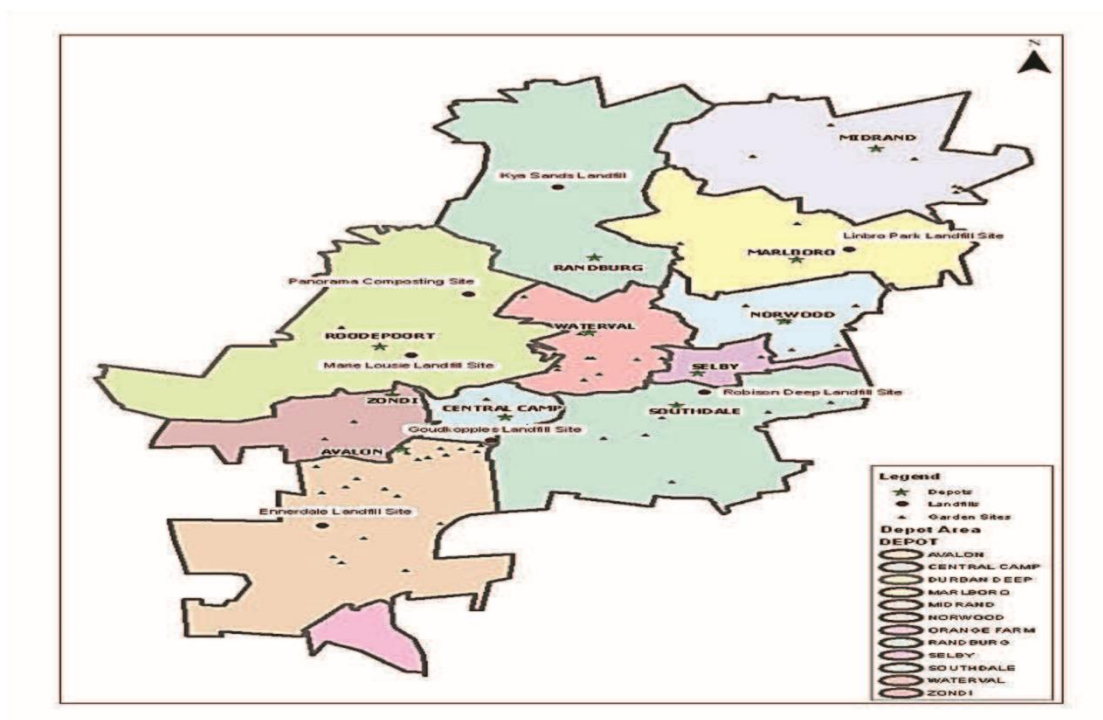
### 3. SCOPE OF CONTRACTS pedestrian construction equipment (minor plant)

- 3.1 The attention of the bidder is drawn to the fact that this contract is intended generally to supply, deliver, maintain and service JRA pedestrian equipment (minor plant) on an as and when required basis,
- 3.2 In general, the pedestrian equipment (minor plant) will be required for road construction and maintenance by the JRA.
- 3.3 Equipment is for the use by JRA personnel.
- 3.4 The equipment will be delivered centrally and deployed throughout the regions as specified in the attached map.

#### MACHINE SERVICE POINTS

Johannesburg Roads Agency executes its mandate through 7 Regions and sites within the Greater Johannesburg area.

**Figure 1:** Johannesburg Roads Agency area of operations



**Figure 2:** Location of operations- Not limited, the list may change during the contract period.

Depots/ Site	Street Address	Suburb
Avalon	Calendula Street	Klipspruit West
Benrose	185 Main Reef Road	Fordsburg
Dobsonville	Jonas Moabi St. (next to Police Station)	Dobsonville
Hamberg	159 Hamberg Road	Hamberg
Laboratory	Cnr Spring & St Georges St.	Ophirton
Motorways	Cnr End & Meikle St.	City & Suburban
Midrand	Dale Road	Midrand
Norwood	Cnr Short & Pine Streets	Norwood
RSD	9 Stephen Road	Ophirton
Strijdom Park	Hans Schoeman St. (opposite Sports Grounds)	Randburg
Waterval	Albert Rd	Albertsville
Zandfontein	Commerce Crescent East Ext 13	Sandton

#### 4. QUANTITIES

- 4.1 The Supplier shall be bound to supply whatever quantities the JRA actually requires during the period of the contract,
- 4.2 The quantities are given in good faith and without commitment to the Bidder and the JRA cannot guarantee the number of Pedestrian Equipment to be supplied or the total contract value.

#### 5. RATES / PRICE BASIS

- 5.1 The Bidder will be required to complete the Schedule of Rates in the form of Bid section of this document.
- 5.2 Bidders may bid for one or more of the items. The rates for the item(s) not desired must be marked "**no quote**".
- 5.3 A valid and binding contract will be concluded once the Bid has been awarded.
- 5.4 The JRA reserves the right to make an award to one bidder or not to make an award
- 5.5 The contract will be awarded on the complete list or part thereof Pedestrian Equipment.
- 5.6 Bidders tendering on a specific item needs to provide rates on Cost of machine, service cost, maintenance and training .
- 5.7 Failure to quote on all aspects of each item will render the bid non- responsive.
- 5.8 The JRA reserves the right not to appoint the highest ranked bidder.
- 5.9 The JRA reserves the right not to appoint any bidder at all

- 5.10 JRA reserves the right to negotiate best and final offer of qualified bidders using JRA bench marking as a base.
- 5.11 JRA reserves the right to approach the market for a group of items where the bids are non-responsive.

## **6. TIME FOR PLACING OF ORDERS AND RATE OF DELIVERY**

- 6.1 Orders will be issued during the period of 36 months commencing on the date of award, stating quantities required. Delivery must generally be made within two weeks or as agreed in the SLA, even if the delivery rate extends beyond the expiry date of the Contact.

## **7. DELIVERY**

- 7.1 The place of delivery shall be the JRA Fleet & Plant Depot:  
350 Albertina Sisulu Str. Fordsburg – (011) 298-2660.
- 7.2 Delivery shall take place on weekdays between 08H00 and 15H00, only when ordered upon and official letter or form of order issue by the JRA. *No goods will be received on Saturday, Sundays and Public Holidays.*
- 7.3 Unit cost must be inclusive of all related costs.
- 7.4 All goods shall be clearly marked to show:
- i. Contract number
  - ii. Name of Bidder
  - iii. Description
  - iv. Batch number
  - v. Manufacturer's name
  - vi. Date of manufacture
  - vii. Where applicable all the goods shall be crated, packed or battened securely in such a manner to prevent damage during loading, transport and off loading
  - viii. Unless otherwise specified, packing cases and packing materials are included in the contracts price, and shall be and remain the property of the JRA.
  - ix. Supply a service, parts & maintenance for all the equipment supplied.

### **“THE SUPPLY, DELIVERY, MAINTENANCE, SERVICE & SUPPORT OF PEDESTRIAN CONSTRUCTION EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS”**

## **8. SUPPLY & DELIVERY**

The Johannesburg Roads Agency requires the services of a suitably qualified and capable service provider to provide services in relation to the procurement of pedestrian

construction equipment for the Johannesburg Roads Agency. The pedestrian construction equipment will be owned and used by Johannesburg Roads Agency.

Prospective bidders with the necessary knowledge, expertise, capacity and experience must submit bid in line with the following requirements: -

- The service provider will be required to obtain the required plant specifications
- from Johannesburg Roads Agency. (See Schedule A & B).
- The service provider must ensure that the plants are commissioned and delivered ready for operation.
- The service provider must invoice the Johannesburg Roads Agency only once the pedestrian construction equipment is delivered to Johannesburg Roads Agency.

#### 8.1 Operational support services

The service provider will be required to provide the following operational support services as a minimum.

- a) Commissioning of pedestrian construction equipment.  
Prospective bidders must submit proposals of how they will ensure that proper commissioning, of the specialized pedestrian construction equipment.
- b) Operating Procedures  
The Service Provider will be required to develop and maintain standard operating procedures that will be applicable in the provision of services in line with the requirements of the Johannesburg Roads Agency.  
Operating and maintenance manuals are to be supplied with all delivered equipment

***Bidders must submit draft operating procedures (by way of flow process chart to demonstrate their understanding of the processes required in the provision of the services.***

***The drafts will also be used as a basis in the event that the bidder is successful in their bid to provide the services.***

### 9. TRAINING REQUIREMENTS

#### 9.1 General training requirements

- 9.1.1. The Supplier shall provide training to people nominated by the JRA that are involved in the operation and maintenance of the construction equipment supplied as part of the Contract. The Supplier shall supply all necessary manuals, instructional notes, drawings, training aids, hand-outs, and any other materials in sufficient quantities required to train all appropriate personnel. Such material shall remain the property of the JRA.
- 9.1.2. Training shall be provided to JRA, Fleet & Plant implementation, Fleet & Plant maintenance personnel and JRA's approved suppliers. Training shall include theoretical and "hands-on" training which shall consist of working with the actual equipment.

- 9.1.3. Training will be structured and divided (modular based) so that maintenance personnel can be assigned to attend the training modules that are relevant to the performance of their specific job duties.
- 9.1.4. The training shall be designed to ensure that technicians can program, operate, install, maintain, and troubleshoot, and in the electronic lab to the component level. JRA Technical staff will only start working on a machine once it is out warranty.
- 9.1.5. The supplier shall provide an outline training programme with their submissions and shall demonstrate that the training will be adequate to bring the Operational and Maintenance staff to the requisite levels of skill. This shall include course content, timing and the level of previous training and experience that will be assumed for the staff.

## **9.2 Operational Staff**

- 9.2.1 The operational staff will be trained both theoretically and “hands-on” (practically).
- 9.2.2 The number of training sessions, their duration and the maximum number of trainees per session shall be proposed by the Suppliers.
- 9.2.3 The Supplier shall submit the syllabus of the training (per module) to the project manager for approval and shall agree the dates of the proposed training.
- 9.3.1 The Supplier shall train the Employer’s technical personnel to maintain the equipment and undertake normal activities associated with its operation and use.
- 9.3.2 The technical training shall be split into two parts for technical operational staff and maintenance staff.
- 9.3.3 The training for technical operational staff shall include all technical operation issues, including the configuration of the Pedestrian Equipment.
- 9.3.4 The training of Maintenance staff shall cover all aspects of routine and first line maintenance and configuration of the equipment including the use of test equipment and diagnostics provided through to management of a spare parts inventory.
- 9.4.1 Training will be measured as a combined cost which shall cover all preparation of course materials and as well as the time and human resources to provide and run the course.
- 9.4.2 The rate for providing the training shall be based on the training being conducted in Johannesburg, unless otherwise specified by the Supplier.
- 9.4.3 Suppliers can assume that the training venue shall be provided by the Employer.
- 9.5.1 Suppliers shall provide comprehensive, intensive training to staff identified by the JRA. The number of staff attending per training shall be kept low and will probably be between one and five persons.

9.5.2 The training shall be intensive and shall consist of both an in-depth training theory and practical and shall include the following but not limited to: -

- Equipment operation
- Different components of the equipment and their function
- Proper handling of the modules/components
- Fault diagnostics
- Testing of operation in a correct manner
- All Safety aspects of operating and transportation of the equipment

9.5.3 A test shall be conducted on each attendee and a full report shall be submitted on the attendees' competency on each item trained.

9.6.1 Training will be measured as fully inclusive programme on Do's and Don'ts of the equipment.

9.6.2 The rate for providing the training shall be based on the training being conducted at a facility provided by the supplier.

9.6.3 A percentage mark-up should be provided to cover costs of accommodation, travelling and meals of the persons attending the training.

9.7.1 Training, measured as provided above (9.5 AND 9.6), will be paid for at the contract unit price, which price shall be full compensation for furnishing instructors and training materials; for providing the training sessions; and for all labour, equipment, transportation, and incidentals necessary to complete this item of work.

- The drafts will also be used as a basis in the event that the bidders are successful in their bid to provide the services.
- skills Transfer to Johannesburg Roads Agency Employees and Operators
- The Service Provider will be required to up-skill and train particular employees of the Johannesburg Roads Agency.
- Bidders must submit proposal on how they will train and up-skill specified technical employees, operator and administrative staff from the Johannesburg Roads Agency.
- The necessary training on the equipment that we service. Progressive refresher training on equipment that we service. Our mechanical staff will need this type of training. Issuing staff will need training related to fuel mixture ratios and the finer detail of machine operation i.e. Do's and Don'ts' s so that they could relay the information to user operators.
- Ratios of fuel mixture to be clearly marked on machines.

## **10. ACCREDITED TRAINING SCHEDULE**

### **10.1 Technical Training for Operators/ Staff of the JRA:**

The Johannesburg Roads Agency requires training for Operators/ Staff and is as follows:

- Technical diagram of functioning of equipment if needed
- Engine related do's and don'ts
- Service intervals clearly marked with a sticker
- Filtration requirements
- To include at least the following training, but not limited to:
- Must include the basic operation of equipment
- Explanation to the operator on what to check for e.g. oil, water, etc. on a daily basis
- Safe operation of equipment

## 10.2 Operator Training for JRA Staff/ Employees:

Training for the Operator need to include at least the following, but not limited to:

- Induction Training – How to operate the machine
- Daily Preventative – Maintenance schedule to be carried out
- Monthly Operator Evaluation for at least the first twelve months and related training to be carried out by the contractor and to be reported on in writing to the JRA.
- Transfer of Skills to new appointees
- Safety Procedures and Operating Technique
- Any Maintenance Aspects
- Safe Operation of equipment
- Hazard identification risk assessment Register
- Training to be in compliance with relevant act and SETA accreditation. Certificates must be issued.
- Training to be provided at least every quarter, but not limited to, for at least one year.
- Training plan fully comprehensive to be submitted with the bid document.
- Kindly make provision for training of operators in future if circumstances require such
- Induction training for equipment and machines need to be provided with procurement thereof.
- Cost of equipment must be inclusive of training.
- Bidder to ensure competence of operators and technicians as part of the contract, this should not delay the delivery of the plant in anyway (preferably on the job training).
- A certificate of competency must be issued to all operators on completion of training.

The Bidder must supply a complete set of:

- Repair manuals
- Current flow diagrams and manuals
- Operations manuals, free of charge.
- All modifications and technical bulletins that can be implemented in future must also be supplied.

## Chapter 5 : Evaluation Process and Pricing Schedule

CONTRACT NO. JRA/25/68

REQUEST FOR SERVICE PROVIDER (S): FOR THE SUPPLY, DELIVERY, OFFLOADING, COMMISSIONING AND MAINTAINANCE OF PEDESTRIAN EQUIPMENT (MINOR PLANT) AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS



## PART B

### 1. EVALUATION METHODOLOGY AND CRITERIA

The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation for this bid will be carried out in terms of Regulation 28, read together with Regulation 38, 43 and 44 of the Municipal Finance Management Act's ("MFMA") Supply Chain Management Regulations.

- 1) This project is estimated to have a contract value of less than R 50 million and consequently the 80/20-point system will apply. 80 Points max will apply to Price (Ps) and 20 points will apply to B-BBEE status.
- ii) The evaluation of bids will be undertaken in terms of the MFMA.

#### 1.1 EVALUATION PROCESS

The evaluation process will be conducted as follows:

##### PHASE 1: PRE-COMPLIANCE

Bidders will have to complete and submit all returnable documents requested in the bidding document to determine their eligibility to participate in the bid. Failure to do so will result in the bid being set aside and will not be evaluated further. Only those bidders that are responsive to the submission requirements at this stage will be further evaluated at second phase.

##### Mandatory requirements:

- a) Bidders must complete and submit the following documents:
  - i. Completion of MBD forms (MBD 4, MDB 5 (where applicable), MBD 6.2 (where applicable), MBD 8, and MBD 9.
  - ii. **Bidders are encouraged to pay attention to section 3.12 and 3.13 of MBD4. The verification on CIPC will be done on directors that have interest in other companies. Bidders are required to declare all the companies that they have directorship on.**
  - iii. Registered with Central Supplier Database (CSD).
  - iv. Joint Venture Agreement, in case of Joint Ventures and Consortium (if applicable), clearly indicating the lead partner and percentage (%) sharing/contribution to the JV.
  - v. Latest three-year set of Annual financial statements (e.g. 2023; 2024 & 2025) for the company. It must be three consecutive years and reports to be fully signed by

the Director / Managing member. If not consecutive, a letter explaining otherwise must be submitted.

- vi. Current municipal rates for the Entity and all Directors of the entity not older than 90 days and not more than 3 months in arrears (submit proof of lease agreement where premises are rented and latest invoice) – ***This requirement will not disqualify bidders at this stage, but prior to recommendation stage as per MSCM reg 28(c).***

**FAILURE TO COMPLETE AND SUBMIT THE APPLICABLE MBD FORMS AND REQUIRED DOCUMENTS INDICATED ABOVE WILL RESULT IN THE BID BEING NON-RESPONSIVE.**

**Other additional non-mandatory requirements to be submitted with tender document**

- MBD 1 Invitation to bid
- MBD 2: Tax Clearance Compliance Requirements Form
- MBD 3: Pricing Schedule (where applicable),
- MBD 6.1: Preference Points Claim Form
- MBD 7 Contract Form
- Originally Certified Copy of Identity Documentation and share certificate (as requested on MBD 6.1) not a copy of a certified copy.
- Originally certified copy of B-BBEE Certificate issued by SANAS accredited verification agent (MBD 6.1) OR a Sworn Affidavit issued in a Dti format.
- A print out of the full CSD Registration report
- Bank Ratings Letter.
- The completed tender document that is scanned page by page and saved in a pdf format on a USB and be submitted together with the documents (Soft Copy).

## **PHASE 2: EVALUATION CRITERIA**

### **Functional Evaluation**

The threshold for technical functionality evaluation is set at 70% to be evaluated further to the third phase for Price and B-BBEE. **Actual Visit will be conducted on all bidders scoring 70% and above on functional evaluation to verify that workshop meet all three requirements: Facility Existence, Locality within CoJ, tools availability before evaluating on the third stage.** If no bidder scores 70% or more on the functionality assessment, the bid will be cancelled and re-advertised.

### **PHASE 3: FINANCIAL AND PREFERENTIAL EVALUATION**

The third phase is to perform an evaluation of Price and BBBEE on the bidders that successfully qualified on the technical functionality evaluation, i.e. bidders who achieved a minimum score of 70%.

## Functional Evaluation (Summary).

The weighting for scoring will be as follows:

CRITERIA	SCORE
<p><b><u>Company Experience of Similar completed projects in the supply, delivery, maintenance of road construction plant and equipment</u></b> – Company must have three (3) or more years of experience in the provision of Road Construction Plant and Equipment. Bidder must have successfully executed bid-related projects in supply, delivery, and maintenance of road construction pedestrian equipment (minor plant) at least two (2) contracts of value not less than R500 000.00 excluding Vat each in the past 10 years. Bidders are required to submit previous <b>signed contract appointment letters together with signed reference letter on client letterhead or signed reference letter on client letterhead together with purchase order and fully completed, signed and stamped company reference form.</b></p> <p>Failing to comply to any of the above options and submitting fully completed, signed and stamped Company reference Form, bidders will be scored zero on this functionality criterion.</p>	40
<p><b><u>Workshop</u></b> – The company must own a fully equipped workshop or access to workshop that has the capacity to respond breakdowns and on-site repairs. City of Johannesburg Metro Rates and Taxes of the Bidding company or Agreement if leased together with CoJ Rates and Taxes of the owner or letter of undertaking which will be verified if the workshop is not owned by the bidder. Letter must be supplied by company registered on CSD and copy of CSD must be attached.</p> <p><b>Failing to comply to any of the above options bidders will be scored zero on this functionality criterion.</b></p>	30
<p><b><u>Mechanic Competency</u></b> – Certified copy not older than 6 months from bid closing date of Diesel Mechanics trade test demonstrating more than 3 years experience. The experience should have been achieved three years or more post trade qualification from the bid closing date.</p> <p><b>Failing to comply to any of the above requirement bidders will be scored zero on this functionality criterion.</b></p>	20
<p><b><u>Competency of Trainer:</u></b> must provide Certified copy not older than 6 months from bid closing date of SETA accreditation to train operators on machines from the Original equipment manufacturer for all the equipment offered.</p> <p><b>Failing to comply to any of the above requirement bidders will be scored zero on this functional criterion.</b></p>	10
<b>TOTAL</b>	<b>100</b>

2.2. The Criteria and weighting will be used to calculate the scoring based on the evaluation of the functionality and rating as shown in the table below:

CRITERIA	REQUIREMENT	EVALUATION	SCORE	FORM OF Evidence
<b><u>Company Experience of Similar completed projects in the supply, delivery, maintenance of road construction plant and equipment</u></b>	<b><u>Company Experience of Similar completed projects in the supply, delivery, maintenance of road construction plant and equipment</u></b> – Company must have three (3) or more years of experience in the provision of Road Construction Plant and Equipment. Bidder must have successfully executed bid-related projects in supply, delivery, and maintenance of road construction pedestrian equipment (minor plant) at least two (2) contracts of value not less than R500 000.00 excluding Vat each in the past 10. Bidders are required to submit previous <b>signed contract appointment letters together with signed reference letter on client letterhead or signed reference letter on client letterhead together with purchase order and fully completed, signed and stamped company reference form.</b> Failing to comply to any of the above options and submitting fully completed, signed and stamped Company reference Form, bidders will be scored zero on this functionality criterion.	More than three years of experience in the supply and delivery of pedestrian equipment (minor plant), with more than two (2) successfully completed contracts of not less than R500 000.00 excluding VAT in the past 10 years.	40	Previous Singed Appointment Letters of successfully executed bid-related projects in supply, delivery, and maintenance of road construction pedestrian equipment (minor plant) and signed Reference Letters on client letterhead.
		Three years of experience in the supply and delivery of pedestrian equipment (minor plant), with two (2) successfully completed contracts of not less than R500 000.00 excluding VAT in the past 10 years.	28	OR  Signed Reference letter on client letterhead and Signed Purchase Orders.  In addition Fully Completed, signed and stamped Company reference form is required.
		Two years of experience in the supply and delivery of pedestrian equipment (minor plant), with two (2) successfully completed contracts of not less than R500 000.00 excluding VAT in the past 10 years.	14	COMPANY REFERENCES FORM-I1 COMPANY REFERENCES FORM-I2 COMPANY REFERENCES FORM-13 Bidder can print and complete additional company reference forms and attach them to the document.
		Less than two-year experience, less than two (2) successfully completed contracts of less than R500 000.00 excluding VAT in the past 10 years.	0	

CRITERIA	REQUIREMENT	EVALUATION	SCORE	FORM OF Evidence
ACCESS TO THE WORKSHOP	<b>WORKSHOP</b> – City of Johannesburg Metro Rates and Taxes of the Bidding company or Agreement if leased together with Rates and Taxes of the owner or letter of undertaking which will be verified if the workshop is not owned by the bidder. Letter must be supplied by company registered on CSD.	Owned workshop with Rates and Taxes of the bidding company or Lease Agreement and Rates and Taxes if property is not owned.  Or  Letter of undertaking if outsourced supplied by company registered on CSD. CSD copy must be attached.	30	City of Johannesburg Metro Rates and Taxes of the Bidding company or Agreement if leased together with CoJ Rates and Taxes of the owner or letter of undertaking if the workshop is not owned by the bidder. Letter must be supplied by company registered on CSD and copy of CSD must be attached.
		No proof of workshop ownership with Tax and Rates or lease agreement if not owned, No letter of intend from CSD registered and Copy of CSD if workshop is not owned.	0	
MECHANIC COMPETENCY	<b>MECHANIC COMPETENCY – Certified copy not older than 6 months from bid closing date of Diesel Mechanics trade test demonstrating more than 3 years' experience. The experience should have been achieved three years or more post trade qualification from the bid closing date</b>	Diesel Mechanic Trade Test of more than 3 Years experience. The experience should have been achieved three years or more post trade qualification from the bid closing date.	20	Certified copy not older than 6 months from bid closing date of Diesel Mechanic Trade Test demonstrating more than 3 Years experience and a Comprehensive Curriculum Vitae with reachable references. The experience should have been achieved three years or more post trade qualification from the bid closing date  Failing to comply to any of the above requirements bidders will be scored zero on this particular functionality criterion
		Not submitted Trade Test of more than 3 years. Trade test of less than 3 years' experience. Not certified documents	0	
COMPETENCY OF TRAINER	<b>Competency of Trainer – Certified copy not older than 6 months from bid closing date of SETA accreditation to train</b>	provide proof of SETA accreditation to train operators on machines from the Original equipment manufacturer for the equipment offered.	10	Bidders must provide Certified copy not older than 6 months from bid closing date of SETA accreditation to train operators on

CRITERIA	REQUIREMENT	EVALUATION	SCORE	FORM OF Evidence
	operators on machines from the original equipment manufacturer.	Minor plant offered without <b>Certified copy not older than 6 months from bid closing date of SETA accreditation</b> to train operators on machines from the original equipment manufacturer for the equipment offered.	0	machines from the original equipment manufacturer.  <b>Failing to comply to any of the above requirements bidders will be scored zero on this particular functionality criterion</b>
<b>TOTAL</b>			<b>100</b>	

Bidders that scored the minimum of 70% and more on functionality will be further evaluated on the 80/20 or 90/10 preference point principle. If no bidder scores 70% or more then JRA reserves the right to cancel the bid or re-advertise the bid. **Actual Visit will be conducted on all bidders scoring 70% and above on functional evaluation to verify that workshop meet all three requirements: Facility Existence, Locality within CoJ, tools availability before evaluating on the third stage.**

## 2. PRICE AND PREFERENTIAL POINTS EVALUATION

The **third phase** is to perform an evaluation of Price and Preferential Points on the bidders that successful qualified on the technical functionality evaluation, i.e. bidders who achieved a minimum score of 70%.

The procedure for the evaluation of responsive tenders is Method 2. The financial offer will be scored using Formula 1 (option 1) using appropriate formula, depending on whether Contract amount is Less than **OR** More than R50 000 000 as follows:

### 2.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

**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 price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

### 2.2 PRICING SCHEDULE

Price(s) must include cost of supply, delivery, off-loading and removal where applicable. Prices must be exclusive of VAT, on the pricing schedule.

Rates shall remain firm for the first twelve months of the duration of the contract from the closing of the bid. Then price escalations based on CPA/CPI will apply. SEIFSA/STATS SA indexes will be applicable for all items.

Bidders must price for all the items and complete technical data sheet of every item offered. . JRA reserves the right to award the bid to more than one bidder.

## SECTION A: BID FOR SUPPLY OF PEDESTRIAN EQUIPMENT (MINOR PLANT) (PURCHASING)

ITEM	DESCRIPTION	UNIT	QUANTITY	PURCHASE RATE	AMOUNT
1	RAMMER TWO STROKE SELF PROPELLED	Number	1,00		
2	RAMMER FOUR STROKE	Number	1,00		
3	DOUBLE-DRUM VIBRATING ROLLER, PEDESTRIAN TYPE	Number	1,00		
4	VIBRATING PLATE COMPACTOR, SINGLE DIRECTION	Number	1,00		
5	REVERSIBLE VIBRATING PLATE COMPACTOR 40 CM	Number	1,00		
6	REVERSIBLE VIBRATING PLATE COMPACTOR 50 CM	Number	1,00		
7	PAVING BREAKER, PETROL, 2 STROKE TAR CUTTING TOOL 75 MM WIDE MOIL, CHISEL, AND TROLLEY	Number	1,00		
8	COMBINATION AND COMPATIBLE PAVING BREAKER ELECTRIC WITH PORTABLE GENERATOR, PETROL POWERED	Number	1,00		
9	PORTABLE GENERATOR, PETROL POWERED	Number	1,00		
10	CHAIN SAW	Number	1,00		
11	LIGHT DUTY LAWN MOWER	Number	1,00		
12	BRUSH CUTTER	Number	1,00		
13	SUBMERSIBLE WATER PUMP	Number	1,00		
14	BITUMEN BLEND PRIME PUMP MACHINE DIRECT FROM DRUM HOT OR COLD BITUMEN EMULSION SPRAYING MACHINE	Number	1,00		
15	ASPHALT CUTTER SPECIFICATION	Number	1,00		
15,1	CUTTER DISC	Number	1,00		
16	TRASH PUMP	Number	1,00		
All prices must be VAT exclusive and must be inclusive of all the direct and indirect related and associated costs (i.e. labour and delivery cost)					
*Price per unit shall remain firm for the (12) first twelve months, where after escalation will be negotiable in line with CPI.					
The quantities reflected in the pricing schedule are for evaluation purposes only and estimated quantities and no guarantee is given or implied as to the actual quantities nor the actual items which will be procured during the contract period. The award will be made on price per unit.					

Name of Bidder: .....

Signature: .....

Date: .....

SECTION B: PRICING SCHEDULE POSSIBLE MACHINES TO BE SERVICED SECTION B  
(SERVICES)

ITEM	DESCRIPTION	UNIT	QUANTITY	SERVICE RATE	AMOUNT
1	RAMMER TWO STROKE SELF PROPELLED	Number	1,00		
2	RAMMER FOUR STROKE	Number	1,00		
3	DOUBLE-DRUM VIBRATING ROLLER, PEDESTRIAN TYPE	Number	1,00		
4	VIBRATING PLATE COMPACTOR, SINGLE DIRECTION	Number	1,00		
5	REVERSIBLE VIBRATING PLATE COMPACTOR 40 CM	Number	1,00		
6	REVERSIBLE VIBRATING PLATE COMPACTOR 50 CM	Number	1,00		
7	PAVING BREAKER, PETROL, 2 STROKE TAR CUTTING TOOL 75 MM WIDE MOIL, CHISEL, AND TROLLEY	Number	1,00		
8	COMBINATION AND COMPATIBLE PAVING BREAKER ELECTRIC WITH PORTABLE GENERATOR, PETROL POWERED	Number	1,00		
9	PORTABLE GENERATOR, PETROL POWERED	Number	1,00		
10	CHAIN SAW	Number	1,00		
11	LIGHT DUTY LAWN MOWER	Number	1,00		
12	BRUSH CUTTER	Number	1,00		
13	SUBMERSIBLE WATER PUMP	Number	1,00		
14	BITUMEN BLEND PRIME PUMP MACHINE DIRECT FROM DRUM HOT OR COLD BITUMEN EMULSION SPRAYING MACHINE	Number	1,00		
15	ASPHALT CUTTER SPECIFICATION	Number	1,00		
15,1	CUTTER DISC	Number	1,00		
16	TRASH PUMP	Number	1,00		
All prices must be VAT exclusive and must be inclusive of all the direct and indirect related and associated costs (i.e. labour and delivery cost)					
*Price per unit shall remain firm for the (12) first twelve months, where after escalation will be negotiable in line with CPI.					
The quantities reflected in the pricing schedule are for evaluation purposes only and estimated quantities and no guarantee is given or implied as to the actual quantities nor the actual items which will be procured during the contract period. The award will be made on price per unit.					

Name of Bidder: .....

Signature: ..... Date: .....

## SECTION C: PRICING SCHEDULE POSSIBLE MACHINES TO BE MAINTAINED SECTION C (MAINTENANCE)

ITEM	DESCRIPTION	UNIT	QUANTITY	MAINTENANCE RATE	AMOUNT
1	RAMMER TWO STROKE SELF PROPELLED	Number	1,00		
2	RAMMER FOUR STROKE	Number	1,00		
3	DOUBLE-DRUM VIBRATING ROLLER, PEDESTRIAN TYPE	Number	1,00		
4	VIBRATING PLATE COMPACTOR, SINGLE DIRECTION	Number	1,00		
5	REVERSIBLE VIBRATING PLATE COMPACTOR 40 CM	Number	1,00		
6	REVERSIBLE VIBRATING PLATE COMPACTOR 50 CM	Number	1,00		
7	PAVING BREAKER, PETROL, 2 STROKE TAR CUTTING TOOL 75 MM WIDE MOIL, CHISEL, AND TROLLEY	Number	1,00		
8	COMBINATION AND COMPATIBLE PAVING BREAKER ELECTRIC WITH PORTABLE GENERATOR, PETROL POWERED	Number	1,00		
9	PORTABLE GENERATOR, PETROL POWERED	Number	1,00		
10	CHAIN SAW	Number	1,00		
11	LIGHT DUTY LAWN MOWER	Number	1,00		
12	BRUSH CUTTER	Number	1,00		
13	SUBMERSIBLE WATER PUMP	Number	1,00		
14	BITUMEN BLEND PRIME PUMP MACHINE DIRECT FROM DRUM HOT OR COLD BITUMEN EMULSION SPRAYING MACHINE	Number	1,00		
15	ASPHALT CUTTER SPECIFICATION	Number	1,00		
15,1	CUTTER DISC	Number	1,00		
16	TRASH PUMP	Number	1,00		
<p>All prices must be VAT exclusive and must be inclusive of all the direct and indirect related and associated costs (i.e. labour and delivery cost)</p> <p>*Price per unit shall remain firm for the (12) first twelve months, where after escalation will be negotiable in line with CPI.</p> <p>The quantities reflected in the pricing schedule are for evaluation purposes only and estimated quantities and no guarantee is given or implied as to the actual quantities nor the actual items which will be procured during the contract period. The award will be made on price per unit.</p>					

Name of Bidder: .....

Signature: .....

Date: .....

## SECTION D: PRICING SCHEDULE RATE FOR TRAINING PER LEARNER

ITEM	DESCRIPTION	UNIT	QUANTITY	TRAINING RATE	AMOUNT
1	RAMMER TWO STROKE SELF PROPELLED	Number	1,00		
2	RAMMER FOUR STROKE	Number	1,00		
3	DOUBLE-DRUM VIBRATING ROLLER, PEDESTRIAN TYPE	Number	1,00		
4	VIBRATING PLATE COMPACTOR, SINGLE DIRECTION	Number	1,00		
5	REVERSIBLE VIBRATING PLATE COMPACTOR 40 CM	Number	1,00		
6	REVERSIBLE VIBRATING PLATE COMPACTOR 50 CM	Number	1,00		
7	PAVING BREAKER, PETROL, 2 STROKE TAR CUTTING TOOL 75 MM WIDE MOIL, CHISEL, AND TROLLEY	Number	1,00		
8	COMBINATION AND COMPATIBLE PAVING BREAKER ELECTRIC WITH PORTABLE GENERATOR, PETROL POWERED	Number	1,00		
9	PORTABLE GENERATOR, PETROL POWERED	Number	1,00		
10	CHAIN SAW	Number	1,00		
11	LIGHT DUTY LAWN MOWER	Number	1,00		
12	BRUSH CUTTER	Number	1,00		
13	SUBMERSIBLE WATER PUMP	Number	1,00		
14	BITUMEN BLEND PRIME PUMP MACHINE DIRECT FROM DRUM HOT OR COLD BITUMEN EMULSION SPRAYING MACHINE	Number	1,00		
15	ASPHALT CUTTER SPECIFICATION	Number	1,00		
15,1	CUTTER DISC	Number	1,00		
16	TRASH PUMP	Number	1,00		
<p>All prices must be VAT exclusive and must be inclusive of all the direct and indirect related and associated costs (i.e. labour and delivery cost)</p> <p>*Price per unit shall remain firm for the (12) first twelve months, where after escalation will be negotiable in line with CPI.</p> <p>The quantities reflected in the pricing schedule are for evaluation purposes only and estimated quantities and no guarantee is given or implied as to the actual quantities nor the actual items which will be procured during the contract period. The award will be made on price per unit.</p>					

Name of Bidder: .....

Signature: .....

Date: .....