



KGETLENGRIVIER LOCAL MUNICIPALITY

CONTRACT NO: KRLMTEC/BID: 13/2022-23

**APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS
FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE
(03) YEARS ON AS AND WHEN REQUIRED BASIS.**

03 JULY 2023

NAME OF BIDDER:

BID PRICE: (Vat Incl)

Prepared by:

KGETLENGRIVIER
LOCAL MUNICIPALITY

P O Box 66

KOSTER

0348

Tel/Fax (014) 543 2004/5/6

BID CLOSES

21 JULY 2023 @12H00

BID NOTICE

**APPOINTMENT OF A PANEL OF NOT MORE THAN
TEN (10) SERVICE PROVIDERS FOR HIRING OF A
PLANT (CONSTRUCTION EQUIPMENT) FOR A
PERIOD OF THREE (03) YEARS ON AS AND WHEN
REQUIRED BASIS.**



**TENDER NOTICE AND INVITATION TO TENDER
DEPARTMENT: COMMUNITY SERVICES**

Kgetlengrivier Local municipality invites tenders from suitably qualified service providers for the following tenders:

NAME OF TENDER	TENDER NUMBER	CONTACT PERSON / ENQUIRIES	Compulsory Briefing Sessions	CID B	Evaluation Criteria	Functionality	Closing dates
APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.	KRLMTE C/BID: 13/2022-23	Mr TJ Meerken tmeerken@gmail.com Cell No:061 531 7323 Strictly during working hours from 07:30-16:00	N/A	N/A	80/20 in line with Preferential Procurement Regulation 2017. 80/20 80 Points = Price 20 Points = Equity Women:4points Youth:4 locality :4 points disability :4 Black ownership:4	Annexure A	21 July 2023 @12H00

ANNEXURE A

1. FUNCTIONALITY CRITERIA

Description	Max Points	Score
1) Physical verification of plant (checklist)		60
1.1) 4 x Tipper Truck (1 Tipper Truck =04 Points)	16	
1.2) 2X Water Bowser (1 Water Bowser= 05 points)	10	
1.3) 2 x Road Graders (1 Grader =04 Points)	08	
1.4) 2 x Water Bowser (1 Water Bowser =03 Points)	06	
1.5) 2 x TLB (1 TLB =03 Points)	06	
1.6) 1 x Track Excavator	06	
1.7) 1x Flat Low Bed Truck Loader	04	
1.8) 1 x Heavy Duty Wheel Tractor and Grid Roller	04	
2) Locality		15
a. Within Kgetlengrivier Jurisdiction	15	
b. Within NW Province (outside KRLM Jurisdiction)	10	
b. Outside NW Province (within SA borders)	5	
3) Reference Letters with letterhead and stamp and appointment letter from Previous Government Institutions (proof of ownership/lease agreement)		25
4.1) 5 Letters and above	25	
4.2) 3-4 Letters	10	
4.3) 1-3 Letters	05	
	100	

Please note: The minimum threshold on quality is 75 points; all bidders below the minimum threshold will be disqualified.

NB: 1. Wet rate includes charge for fuel, operator and VAT.

2. Failure to price all items, your document will be regarded non responsive.
3. All prices should be in South African currency.
4. Annual escalation of 10% will be applied in all rates.
5. Prices should be reasonable and market related.
6. Appointment will be subject to physical verification of plant by traffic Department.

Bid documents containing of tenders as well as pre-qualification criteria and administrative requirement will be available from **04 july 2023** from **07h30 to 15h00 (Mondays to Fridays)** at the offices of Kgetlengrivier Local Municipality Cashier, corner Smuts and De Wet Street, Koster

A non-refundable deposit of **R1000.00** will be charged for each set of documents issued. All payments and deposits are to be made in the currency of the Republic of South Africa. Cash made out of **Kgetlengrivier Local Municipality** will be accepted. Tender deposit must be paid in at cashier of the Municipality quoting tender number as indicated above or the payment must be deposited to Kgetlengrivier Local Municipality bank account number :1700000032 Absa Bank or can be downloaded on the E-Tender portal for free.

Duly completed bids and supporting documents must be deposited in the bid box situated at the Kgetlengrivier Local Municipality office, corner Smuts and De Wet Street, Koster, not later than the stipulated time and dates, whereby tenders will be opened in public. Queries relating to the issue of tender documents may be addressed to Ms. Sonto Ntshangase, e-mail ntshangases@kgetleng.gov.za or Tel Number: 014 403 5492/ 060 977 0342.

The Kgetlengrivier Local Municipality is not compelled to accept the lowest or any tender. No late, faxed, e-mail or telephonic tenders will be accepted.

NOTE: Successful bidders will be subjected to Security Check.

MR C.G LETSOALO
MUNICIPAL MANAGER

TERMS OF REFERENCE (SPECIFICATIONS)

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

HEAD OFFICE: KOSTER

P.O. Box 66, Koster, 0348

Tel/ Fax: (014) 543 2004/5/6

Our Ref:



All correspondents must be addressed to:
"The Municipal Manager"

12 JUNE 2023

BID NAME: APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS

The purpose of this letter is to present the specification presented to the Bid Specification Committee Meeting held on 09 June 2023 to the Accounting Officer for approval.

2. LEADING DEPARTMENT

This project will be implemented by Community and Technical Services

PART B

3. PROJECT SCOPE & BILL OF QUANTITIES

TYPE OF EQUIPMENT REQUIRED

Item	Description	Minimum Capacity	Min Mass	Min Fly Wheel Power	Hourly Rate
					Wet Rate
01	Tipper Truck	6 m ³			
02	Tipper Truck	10 m ³			
03	Rock Dump Truck	14 m ³			
04	Tractor with rotary grass cutting /mower to cover minimum width of 2000mm			60 Kw	

05	Heavy Duty Wheel Tractor and Grid Roller with minimum width 2000mm	10 ton		210 kW	
06	Road Grader with minimum width of 2500mm	13 ton		93 kw	
07	Road Grader with minimum width of 3000mm	15 ton		112 kw	
08	Tractor Loader Backhoe (TLB)	0.9/0.25 m ³			
09	Front End Loader	2,7m ³	16 ton	125 kW	
10	Wheel Excavator	20 ton			
11	Track Excavator	30 ton			
12	Vibratory Roller Compaction single smooth drum/double pneumatic tyre/self-propelled/heavy duty	16 ton			
13	Vibratory Roller Compaction/ double smooth drum/ multi-pneumatic tyre/self-propelled/heavy duty	27 ton			
14	Hand Roller/Vibrating double smooth drum/pedestrian - small/narrow with minimum width of 390mm Drum	0.75 ton			
15	Mechanical Road/Street Sweeper with minimum width of 2000mm				

16	Heavy Duty Jackhammer Drill with Air Compressor (Max drilling depth: 600mm)		31 kg		
17	Asphalt and Concrete Road Mechanical Cutter with minimum Blade Diameter Size of 300mm				
18	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	16 kl			
19	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	18kl			
20	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	20kl			

21	Hydro Jetting/ Culvert cleaning Machinery	6 Kl, 8 Bar pressure, 450 l/min delivery and 20 m pipe length			
22	Heavy Duty Mechanical Concrete Mixer with Reinforced Drum on Wheels	250L to 500L			
23	Plate Compactor	64kg			
24	Bulldozer	21825kg		158kw	
25	Cherry Picker	340kg			
26	Compactor Garbage Truck	10m ³			
27	Bomag Compactor	62 kg			
28	Pavement Breaker (Jack Hammer)	136kg			
29	Pressure Bitumen Emulsion Sprayer	25L			
30	Engine Bitumen Emulsion Sprayer	WDA75, Gear pump 18/Min Max			
31	Concrete Cutter	D25980			
32	Pole Chainsaw	Petrol 33c, 25cm Chain-bar, Lawn star			
33	Chainsaw / Brushcutter	Diesel/ Petrol Minimum 43cc			
34	Septic Cleaning Sewage Suction Truck/Honey Sucker	16kl			
35	Septic Cleaning Sewage Suction Truck/Honey Sucker	18kl			
36	Flat Low Bed Truck Loader	40 Ton		220kw	
37	Single cab Long base Min kw: 100	minimum engine capacity: 2L			

38	Single cab 4x4 Min kw:135	minimum engine capacity: 2L			
39	Double cab Min kw:115	minimum engine capacity: 2L			
40	Single cab Long base Min kw: 100	minimum engine capacity: 2L			

NB:

- ALL MACHINERY/ EQUIPMENT MUST BE OF THE HIGHEST QUALITY AND THEY SHOULD BE AVAILABLE FOR LEASE FOR THE DURATION OF 03 YEARS ON AS AND WHEN REQUIRED BASIS.
- VALID OWNERSHIP LICENSING CERTIFICATES (IN TERMS OF E-NATIS) OR PROOF OF OWNERSHIP FOR THOSE NOT REGISTERED (RECEIPT, PURCHASE DOCUMENTATION) MUST BE ATTACHED.

4. PERFORMANCE EVALUATION

This bid will first be evaluated on performance as follows:

Description	Max Points	Score
1) Physical verification of plant (checklist)		60
1.9) 4 x Tipper Truck (1 Tipper Truck =04 Points)	16	
1.10) 2X Water Bowser (1 Water Bowser= 05 points)	10	
1.11) 2 x Road Graders (1 Grader =04 Points)	08	
1.12) 2 x Water Bowser (1 Water Bowser =03 Points)	06	
1.13) 2 x TLB (1 TLB =03 Points)	06	
1.14) 1 x Track Excavator	06	
1.15) 1x Flat Low Bed Truck Loader	04	
1.16) 1 x Heavy Duty Wheel Tractor and Grid Roller	04	

2) Locality		15
c. Within Kgetlengrivier Jurisdiction	15	
b. Within NW Province (outside KRLM Jurisdiction)	10	
d. Outside NW Province (within SA borders)	5	
3) Reference Letters with letterhead and stamp and appointment letter from Previous Government Institutions (proof of ownership/lease agreement)		25
4.1) 5 Letters and above	25	
4.2) 3-4 Letters	10	
4.3) 1-3 Letters	05	
	100	

Please note: The minimum threshold on quality is 75 points; all bidders below the minimum threshold will be disqualified.

- NB:**
1. Wet rate includes charge for fuel, operator and VAT.
 7. Failure to price all items, your document will be regarded non responsive.
 8. All prices should be in South African currency.
 9. Annual escalation of 10% will be applied in all rates.
 10. Prices should be reasonable and market related.
 11. Appointment will be subject to physical verification of plant by traffic department.

5. EQUITY

As per Government Gazette No: 47452 on Preferential Procurement Policy Framework Act (PPPFA) 5 of 2005: Preferential Procurement Regulations with effect from 16 January 2023. The following preferential point system of 80/20 will be applicable according to SCM policy of Kgetlengrivier Local Municipality. Functionality of equity on 20 points will be as follows and 80 points for price for all goods and service below R50 million.

Functionality on Equity = 20 points

Details	Points
Women	4.00
Disability	4.00
locality	4.00

Youth		4.00
Black ownership		4.00
Status Level	Number of points	
1	4	
2	2	
3	1	
4	-	
5	-	
Total		20

5. SPECIAL CONDITIONS OF THE CONTRACT

The attention of contractors or Bidders is specifically drawn to these Special Conditions issued with this bid documents and will remain in force for the duration of the contract, and any other provisions contained in this document.

1. Contact Person

- 1.1 The USER DEPARTMENT (Technical/Community Services) requires the name and telephone number of the Contractor's contact person.

All discussions and enquiries will be directed to this contact person

2. Official Orders

- 2.1 No work shall commence before an official order is issued.

THUS THE FOLLOWING WILL TAKE PRECEDENCE:

In the event of the Municipality placing an order for an item of equipment with a Contractor (in writing), to be delivered to a site on a specific date and having confirmed (in writing) the availability of the specific item of equipment with the Contractor prior to placing the order, the following penalties will be imposed on the Contractor if the delivery of the CORRECT equipment is not met within 24 Hours of the delivery date:

The Municipality shall have the right to hire an item of equipment similar to the one requested from any other source and, if the expense involved is higher, the Contractor shall bear the additional costs without prejudicing the other rights of the Municipality. Costs incurred in this manner shall be subtracted from moneys owing, or to be owed, to the contractor. If however, other machines are standing idle as a result of such late delivery, the cost of such other machines will also be recovered against the Contractor and will be subtracted from moneys owing, or to be owed, to the contractor.

- 2.2 **Execution of work:** No operation should be carried out without an official order. Should an extension of work be required, an additional order must be obtained.

- 2.3 **Wrong delivery**-If the Contractor delivers a machine at the site other than the one requested, the hire may summarily be ended even if the difference lies only in the model series, and the USER DEPARTMENT shall not pay for the Transport of such machine to and from the site.

Machines must therefore be supplied exactly as tendered for unless explicitly agreed otherwise (Email, fax or letter required for fleet extension).

- 2.4 (a) **Addition / Shrinkage of fleet**-Prospective bidders are advised that this contract allows for fleet renewal / addition /shrinking. If the successful bidder should wish to extend or renew his fleet during the term of this contract, application (in writing) (ON A FORM OF TENDER) to the Director Technical services or Community services

Applications should be accompanied with copies of the Registration and Licensing documents of the machine/fleet where applicable. Approval of the application for addition / renewal will be granted (in writing) based on the principle that the replacement or addition is EQUAL OR BETTER BUT FOR THE SAME TARIFFS AND PRICES.

- (b) The form must be completed in print with a black ink. Alternatively it may be typed. **Non-compliance with this will automatically disqualify the addition of fleet.**
- 2.5 Claims for machineries will be effected on the basis of hourly rate **only** and in the case of truck tractor with low bed, only claimable kilometres travelled will be considered.
- 2.6 Orders will be placed direct by the User Departments (Technical/Community Services). Therefore statements and invoices **MUST BE SUBMITTED** to the User Departments.
- 2.7 The USER DEPARTMENT shall be entitled to cancel or amend orders, which are outstanding as a result of any act or omission of the contractor.

3. Payments

- 3.1 Transport tariffs must be given as a rate per kilometre and working tariffs as Rate per hour.
- 3.2 Tendered tariffs shall be value-added tax (VAT) inclusive.
- 3.3 **Working tariff**-The tendered working tariff per Hour shall include all maintenance, Ground Engaging Tools, lubricants, a fully trained operator and VAT (value added tax) where applicable.
- 3.3 **Stalling time**) means such time when the equipment is unable to work owing to breakdown, the absence of an operator or for any other reason, which is the fault of the Contractor and **It will not be payable to the contractor.**
- 3.4 **Stalling time**- If a machine is unable to work for a period owing to the stalling time of another machine hired from the same successful bidder, that period shall be regarded as stalling time.
- 3.5 **Standing time**- When a machine is operational but the USER DEPARTMENT does not require it to work for a period of 30 minutes or longer, such period shall be regarded

as standing time and **it will be paid for at a tariff of 50% of the tendered working tariff.**

- 3.6 Inclement weather**-Should plant stand and idle (Not Working) owing to inclement weather this shall be regarded as non- working days. The Municipality will also not work in conditions where more damage will be done to roads and borrow pits due to such conditions. If plant was working part of the day before inclement weather stop the operations, it will be paid according to the hours worked.
- 3.7 Transport tariffs**-Delivery and removal of equipment to and from the site by the Contractor shall be paid for according to the Transport tariffs tendered in the tender schedule or offer. Delivery or removal costs shall be calculated by multiplying the Transport tariff by the Transport distance described below in a single trip. Machines which are moved by a Flat Low Bed Truck Loader should adjust the distance to include the return trip (Double). The Transport distance is the shortest workable route measured along the road. The USER DEPARTMENT reserves the right to establish which route should be measured. Transport tariff includes VAT.
- 3.8 Flat Low Bed Truck Loader-** The tendered tariffs for Flat Low Bed Truck Loader shall be per kilometre. No payment will be made for empty trips (dead kilometres), which result from the Transport of hired machines to or from a depot
- 3.9 Travel from camp to site**-Travelling between camp and work site, if it is not on the same place, will be regarded as working time with a maximum total travelling time of **half an hour per day.**
- Grader operators where maintenance is performed should stay close to their operations, moving often as operations require. The contractor will be responsible for their accommodation and they will not be staying in municipality camps. The contractor should also ensure that clear indications by way of road signs indicating their presence for both day and night time.
- 3.10 Lodging**-The tendered tariffs must include all board and lodging of operators signed by Municipal official in charged. There will be no obligation to the USER DEPARTMENT to provide any board and lodging to the contractor
- 3.11 Work rate**-The Contractor must ensure that the equipment and staff work to their maximum capacity during the Hours for which working tariffs are levied. Where teams are operating and some of the plant in the team is not working causing the team not to perform to their required output, the team will be stopped until it can give the expected output
- 3.12 Water sprinklers**-Time spent in filling water sprinklers with water shall be regarded as working time.

4. PLANT-HIRED

- 4.1** The abbreviations for makes of equipment such as those on the list can be used to describe the make of equipment offered. Should a make be offered that does not appear on the list the tenderer himself shall fill in the name.

- 4.2 The Municipality shall use the hired plant, where necessary, **anywhere** within the area of its jurisdiction for any purpose deemed valid by the USER DEPARTMENT.
- 4.3 **Minimum Capacity**-Prospective bidders are requested to take great care in supplying CORRECT information in terms of the capacity + unit for each item of equipment offered in the form of tender.

Equipment offered without the minimum capacity required not stated and/or incorrectly stated in the form of tender, will AUTOMATICALLY be DISQUALIFIED

- 4.4 **Wrong Information**-Bidders are WARNED to give the correct information. If a Bidder is found to give wrong information on the Tender Forms, the Municipality will have the option to move the specific equipment to the Disqualified List. If an unfair advantage was obtained because of the wrong information, the Municipality will have the option to remove the total equipment of the bidder to the Disqualified List or withdraw the total equipment of that bidder for the duration of this bid as well as all other remedies available by law.
- 4.5 **Choice of the Plant**- Municipality undertakes to hire plant according to the highest points obtained (after calculation of points obtained) that can do the required task.
- 4.6 **Termination of hire**-Notice by the USER DEPARTMENT for the termination of the use of the equipment shall be given a minimum of one full working day in advance. (This may be done by telephone or email.)
- 4.7 **Subletting**-The hired equipment must always be at the work site and may not be withdrawn without the permission of the officer in charge.
- 4.8 **Capacity measured** -Water sprinklers shall be measured before they are hired. Length, breadth and height of the tank shall be submitted upon request. Upon delivery on the site water sprinkler will be measured again and the measurements will be verified by the Municipality. If the measurements do not correspond, the water sprinkler will be returned to the Contractor at the Contractor's cost
- 4.9 **Nozzles**-Water sprinklers must be fitted with a pump and at least three (3) nozzles. The use of a gravity spray bar or plough disc will not be acceptable

5. TRANSPORTATION OF EQUIPMENT

- 5.1.1 The contractor/ must bear all costs of transportation of machinery for the site establishment for the duration of the contract on as and when a need arise.
- 5.1.2 The site of the contractor shall be the place within the area of jurisdiction of the Kgetlengrivier Local Municipality where the tender is executed.

- 5.1.4 No claims shall be made for any conveyance outside the place of the Municipality.
- 5.1.5 The contractor shall, in the course of conveyance of such machinery, be liable for damages on the machinery in cases of neglect, omission or commission on its part, to the exclusion of the Municipality.
- 5.2 **Site Relocation Period**-The USER DEPARTMENT shall allow one workday for Transporting equipment to and from a depot. Payment for work done will only commence when the actual operation starts
- 5.3 **Unsatisfactory work**-If an operator, machine or total combination does not render satisfactory service, the Municipality shall have the right to end the hire without prior notice. The Transport costs for the removal of the equipment shall then have to be borne by the Contractor
- 5.4 **Fuel tanks**-The Contractor will supply fuel for its plant and if plant is standing without fuel it will be seen as out of order
- 5.5 **Lubricants**-The Contractor shall be responsible for oils and greases for his equipment. The Municipality will not supply any lubricants to contractors
- 5.6 **Age of equipment**-Within 48 Hours after being requested to do so, the Contractor must furnish proof of the original date of the commissioning or purchase of the equipment (not older than 2014 model). In a case where the Contractor is unable to furnish the above mentioned proof, or if the equipment is older than the age tendered, the Municipality shall have the right to end the hire and in such a case the Contractor shall have to bear the removal and delivery costs of the said equipment
- 5.7 **Breakdown**-The Contractor shall be responsible for all maintenance of his/her equipment. This includes damage to tyres and the replacement of ground engaging parts. In the case of a breakdown the Contractor must repair or replace the equipment within 48 Hours of being informed of the breakdown. If the Contractor neglects to repair or replace the equipment within 48 Hours the Municipality reserves the right, without prejudicing its rights, to end the contract (The Contractor will bear the removal Cost) or to proceed with it and, inter alia –
- To replace the equipment with that of another contractor and to recover from the Contractor, all damages suffered by the Municipality as a result of the Contractor's neglect; and/or
 - To recover from the Contractor all payments from the amounts owing to this
 - Contractor that have to be made to pay other contractors as a result of this Contractor's neglect / fault, and / or
 - to impose a fine equivalent to a working tariff of two Hours for every day that the equipment stands idle for longer than 48 Hours, measured retrospectively from the time when the Contractor was informed of the breakdown or problem. The fine shall be deducted from money payable to the Contractor

6. OPERATIONS

6.1 **Maintenance of plant**-The Contractor is totally responsible for the maintenance of his/her plant.

6.2 **Equipment without operators**: The following type of equipment shall be supplied without operators:

- Concrete mixer, plate compactor, bomaq and concrete chain saw

The Contractor will not be required to supply fuel for the above-mentioned equipment. Contractor shall be liable for the cost of the oils, blades and greases. The Municipality shall not be liable for any claims resulting from incorrect servicing

6.3 **Accountability**-The Contractor must at all time accepts responsibility for any losses or damage whatsoever to equipment on site, unless negligence can be proven on the part of the Municipality or its officials

6.4 **Instructions to operators**-The operators and equipment shall be under the control of the officer in charge in respect of the work for which the equipment has been hired and the operator must carry out all instructions given by such officer.

If, however, the operator is of the opinion that any such instruction may jeopardize his own safety or the safety of the machine or that such instruction requires work beyond the design working capacity of the machine, he may ignore such instruction.

In such an event the officer in charge shall document all particulars in writing. Notwithstanding such occurrences, the operator shall exercise control over his machine under all circumstances

6.5 **The Municipality will not be responsible for losses due to theft of this hired equipment on site or camp**

6.6 **Inspection of Equipment**-The USER DEPARTMENT reserves the right to terminate the hire of equipment with poor mechanical conditions. The USER DEPARTMENT will use Original Equipment Manufacturers' specification as a norm. **The Mechanical Personnel of USER DEPARTMENT will inspect equipment at any time**, therefore their equipment must be made available when the Mechanical Personnel ask the Contractor to do so.

If the equipment is in a poor mechanical / faulty condition it will be treated as a break down and must be repaired within 48 Hours. If not, this specific equipment will be sent back with the result that it will not be hired in future until it is repaired and inspected / approved by Mechanical Personnel

6.7 The bidder shall, before submitting his/her bid, acquaint himself/herself fully with the area and the conditions under which the equipment, which will be hired, will be required to perform and with all matters and circumstances that could possibly influence his/her tender or have a bearing on the contract, and the tenderer shall accept full responsibility for the

sufficiency and the correctness of his/her tender. No later claims submitted by the contractor resulting from his/her lack of knowledge of local conditions shall be considered

- 7. The Occupational Health & Safety Act-**The Contractor will be responsible to ensure that his/her Operators and machines that are contracted to the Department adhere to the requirements of the Occupational Health & Safety Act, Act No 85 of 1983.

The Contractor's staff employed in services covered by the contract must be covered by insurance in terms of the provisions of the

WORKMEN'S COMPENSATION ACT, No. 30 of 1941. AMENDED, and the Contractor hereby indemnifies the Municipality against any claim or claims that may be brought against the Municipality as a result of the death or injuries of any of the Contractor's staff

8. Breach

- 8.1.1 In the event of either party being in breach of any of the terms of this Contract and failing to remedy such breach within a period of seven (7) days after receipt of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this Agreement or law, to:

PART C

INVITATION TO TENDER

PART 3 – KRLMTEC/BID: 13/2022-23

COMPULSORY BRIEFING SESSION

No compulsory briefing session.

6. VALIDITY PERIOD

The Validity period for the tender after closure will be 120 days.

FOR WHICH PERIOD WILL THE BID BE ADVERTISED

The bid will be advertised on Notice Board, Website and E-tender portal for a period of fourteen days (14) working days

APPROVAL/ NON APPROVAL OF TERMS OF REFERENCE

MR C.G LETSOALO
MUNICIPAL MANAGER

DATE

BID PROCESS CRITERIA LIST

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

VERY IMPORTANT NOTICE ON TENDER PROCESS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. **THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF “AUTHORITY FOR SIGNATORY”**
4. No authority for signatory submitted (printed on bidder’s letter head) – See example, where it is stated that a duly signed and dated original copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
5. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
6. The bid has been submitted after the relevant closing date and time.
7. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
8. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;

- (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;
 - (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
9. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
 10. Bid offers will be rejected if the bidder has abused the Kgetlengrivier Local municipality's Supply Chain Management System.
 11. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
 12. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.
 13. An updated record of payment of rates and taxes (three months) and services to the relevant Municipality must be attached. Failure to do so will invalidate the tender submitted. In case where a bidder is leasing a property, lease agreement and signed or letter from the landlord or landlady should be attached. Bidders that are residing in Traditional lands must attach an updated letter from the Tribal Authority falling within the bid period. If payment arrangement has been made to relevant municipality, proof must be attached.
 14. None attachment of CK/CM Certificate

BIDDER

AUTHORITY FOR SIGNATORY

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete which ever is not applicable.)

**COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSE CORPORATION/
JOINT VENTURE**

A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on20....., Mr. / Ms.has
been duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY.....

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as.....

Hereby authorize to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid / or contract on our behalf.

.....
Signature	Signature	Signature
.....
Date	Date	Date

C. ONE-PERSON BUSINESS

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

.....
Signature	date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the200.....at
.....Mr. / Ms.whose signature appear below, has been
duly authorized to sign all documents in connection with BID NO.
.....

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS / HER CAPACITY AS.....

DATE:

SIGNATURE OF SIGNATORY.....

WITNESSES: 1.

2.....

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr./Ms. , authorized signatory of the company
. . . , acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

LIST OF RETURNABLE DOCUMENTS

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF THE BID DOCUMENT.

1. Form MBD 1 : Invitation to bid
2. Form MBD 2 : Tax clearance certificate
3. Form MBD 3.1: Price schedule – Firm prices
4. Form MBD 4 : Declaration of Interest
5. Form MBD 6.1: Preference points claimed form
6. Form MBD 7.1 Contract form : - Purchase of goods/ services
7. MBD 8: Certificate of bid independent determination
8. MBD 9 : Declaration of bidders past supply chain management practices
9. COMPANY REGISTRATION CERTIFICATE
10. Rate & Taxes
11. Valid Tax Clearance Certificate/Pin
12. BBBEE valid certificate (from approved authority)
13. Central Supplier Database Full Report

NB FAILURE TO COMPLETE OR SIGN THIS DOCUMENT WILL RESULT IN YOUR BID NOT BEING CONSIDERED.

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid

Bidders are to check the following points before the submission of their tender and to complete YES/NO next to each item as indication that the bidder has complied with the provision of the item concerned.

BIDDER CHECK LIST			MARK WITH YES/NO																																																
1.	Equity points <table border="1"> <thead> <tr> <th colspan="2">Details</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td colspan="2">Women</td> <td>4 ID (CSD report)</td> </tr> <tr> <td colspan="2">Youth</td> <td>4 – ID (CSD report)</td> </tr> <tr> <td colspan="2">Locality</td> <td>4 – municipality account</td> </tr> <tr> <td colspan="2">Disability</td> <td>4 – Proof of disability</td> </tr> <tr> <td colspan="2">Black ownership</td> <td>4 (B-BBEE Certificate)</td> </tr> <tr> <td>Status Level</td> <td colspan="2">Number of points</td> </tr> <tr> <td>1</td> <td colspan="2">4</td> </tr> <tr> <td>2</td> <td colspan="2">3</td> </tr> <tr> <td>3</td> <td colspan="2">2</td> </tr> <tr> <td>4</td> <td colspan="2">1</td> </tr> <tr> <td>5</td> <td colspan="2">-</td> </tr> <tr> <td>6</td> <td colspan="2">-</td> </tr> <tr> <td>7</td> <td colspan="2">-</td> </tr> <tr> <td>8</td> <td colspan="2">-</td> </tr> <tr> <td colspan="2">Total</td> <td>20</td> </tr> </tbody> </table>		Details		Points	Women		4 ID (CSD report)	Youth		4 – ID (CSD report)	Locality		4 – municipality account	Disability		4 – Proof of disability	Black ownership		4 (B-BBEE Certificate)	Status Level	Number of points		1	4		2	3		3	2		4	1		5	-		6	-		7	-		8	-		Total		20	
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6	-																																																		
7	-																																																		
8	-																																																		
Total		20																																																	
2.	All pages of the bid documents have been read by the bidder and the form confirming familiarity with the whole tender document is signed.																																																		
3.	All pages requiring information have been completed in full and in black ink.																																																		
4.	An original tax clearance certificate has been submitted.																																																		
5.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contract has been signed.(It must be on Company's Letter Head)																																																		
6.	The bidder has complied with all the bid prerequisites.																																																		
7.	Company registration certificate has been submitted.																																																		
8.	Municipality rates and taxes current invoice has been submitted.																																																		

9.	The tender document is to be submitted before 12:00 on the due date at the designated tender box of the KGETLENGRIVIER LOCAL Municipality.	
10.	Submission of proof of registration on the Central Supplier Database (Full report to be attached)	

FAILURE TO COMPLETE OR SIGN THIS DOCUMENT WILL RESULT IN YOUR BID NOT BEING CONSIDERED

I, the undersigned, hereby acknowledge that the bid check-list as completed above is the true reflection of what have been submitted and that the bid was fully complied with.

FULL NAME: BIDDER

SIGNATURE: BIDDER

DATE

MUNICIPAL BIDDING DOCUMENTS

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

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MBD 1 INVITATION TO BID

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: KRLMTEC/BID: 13/2022-23 DATE: 21 JULY 2023 CLOSING TIME: 12H00

DESCRIPTION: **APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.**

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

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**Kgetlengrivier Local Municipality
Cnr Smuts and De Wet Street
Koster
0348**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8hours a day, 5 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- 1.Relevant specifications
- 2.Value for money
- 3.Capability to execute the contract
- 4.PPPFA & associated regulations

..... *[insert any other criteria]*

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?
YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Kgetlengrivier Local Municipality

Department: Budget & Treasury Office

Contact Person: Supply Chain Management Unit

Tel: 014 403 5492/ 060 977 0342.

Fax: 014 593 2480

ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. T Meerken

Cell: 060 977 0342

MBD 2 TAX CLEARANCE REQUIREMENTS

**APPOINTMENT OF A PANEL OF NOT
MORE THAN TEN (10) SERVICE
PROVIDERS FOR HIRING OF A PLANT
(CONSTRUCTION EQUIPMENT) FOR A
PERIOD OF THREE (03) YEARS ON AS
AND WHEN REQUIRED BASIS.**

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

MBD2/ Application for tax Certificate . . .

APPLICATION FOR TAX CLEARANCE CERTIFICATE

(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:

2. Trade name:

3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

MBD 3.1 PRICING SCHEDULE

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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 12:00	Closing Date 21 July 2023

OFFER TO BE VALID FOR 07 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	
-	At:	
-	Brand and Model	
-	Country of Origin	
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	

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

MBD 4
DECLARATION OF INTEREST

**APPOINTMENT OF A PANEL OF NOT
MORE THAN TEN (10) SERVICE
PROVIDERS FOR HIRING OF A PLANT
(CONSTRUCTION EQUIPMENT) FOR A
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MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

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

(a) a member of –

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

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

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

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

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

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

.....

.....

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

3.8.1 If so, furnish particulars.

.....

.....

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

3.9.1 If so, furnish particulars

.....

.....

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

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1 PREFERENCE POINTS CLAIM FORM

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

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 Preference Point System

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

		POINT S
PRICE		
SPECIFIC GOALS		
Details	Points	
Women	4 ID (CSD report)	

Youth		4 – ID (CSD report)	
Locality		4 – municipality account	
Disability		4 – Proof of disability	
Black ownership		4 (B-BBEE Certificate)	
Status Level	Number of points		
1	4		
2	3		
3	2		
4	1		
5	-		
6	-		
7	-		
8	-		
Total		20	
Total points for Price and SPECIFIC GOALS			

- 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:

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

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes

of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

APPOINTMENT OF A PANEL OF NOT MORE THAN TEN (10) SERVICE PROVIDERS FOR HIRING OF A PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

▪

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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 works 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
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - 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 authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

— — —

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as.....
2. accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
3. An official order indicating delivery instructions is forthcoming.
4. I undertake to make payment for the goods/works 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.

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S	POINTS CLAIMED FOR RDP GOALS

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

of **64**

WITNESSES

1.

2.

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**APPOINTMENT OF A PANEL OF NOT
MORE THAN TEN (10) SERVICE
PROVIDERS FOR HIRING OF A PLANT
(CONSTRUCTION EQUIPMENT) FOR A
PERIOD OF THREE (03) YEARS ON AS
AND WHEN REQUIRED BASIS.**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>Audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

**APPOINTMENT OF A PANEL OF NOT
MORE THAN TEN (10) SERVICE
PROVIDERS FOR HIRING OF A PLANT
(CONSTRUCTION EQUIPMENT) FOR A
PERIOD OF THREE (03) YEARS ON AS
AND WHEN REQUIRED BASIS.**

▪

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;

- (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

MBD 9

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