

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PLANT HIRE SERVICES FOR THE MAINTENANCE AND CONSTRUCTION OF ROADS IN THE SARAH BAARTMAN DISTRICT FOR A CONTRACT PERIOD OF TWENTY FOUR [24] MONTHS**

**BID NO: SCMU10-23/24-0015**

**BIDDER:**

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**CLOSING DATE: 02 October 2023 (Monday) AT 11H00**

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**ENQUIRIES:**

SUPPLY CHAIN MANAGEMENT  
EASTERN CAPE DEPARTMENT OF TRANSPORT  
PRIVATE BAG X 0023  
BHISHO

SCM SPECIFIC ENQUIRIES

Enquires: **Mr P. NQIKASHE**

**Tel:** 043-604 7652

**Fax:** 086 648 6340

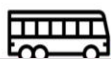
**E-mail address:** [philasande.ngikashe@ectransport.gov.za](mailto:philasande.ngikashe@ectransport.gov.za)

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: **Mr. M. Cwili / Zuzile**

Email Address: [zezethu.zuzile@ectransport.gov.za](mailto:zezethu.zuzile@ectransport.gov.za) / [mandiphiwe.cwili@ectransport.gov.za](mailto:mandiphiwe.cwili@ectransport.gov.za)

Tel No: **082 576 3984 or 067 414 2502**



## **A. BID NOTICE**

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### **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PLANT HIRE SERVICES FOR THE MAINTENANCE AND CONSTRUCTION OF ROADS IN THE SARAH BAARTMAN DISTRICT FOR A CONTRACT PERIOD OF TWENTY FOUR [24] MONTHS**

**BID NO: SCMU10-23/24-0015**

Bids are hereby invited for the abovementioned service. The minimum specifications are detailed in the Bid document.

Bid documents will be available as from 9h00 on Friday 08 September 2023 from the Departmental website ([www.ectransport.gov.za](http://www.ectransport.gov.za)) and E-portal on the following website: [www.e-tenders.gov.za](http://www.e-tenders.gov.za)

A non compulsory briefing or Clarification session will be held on Thursday, 14 September 2023 at Nangoza Jebe Hall in Gqeberha @11:00am

**Enquiries should be addressed to Mr. P. Nqikashe at [(043) 604 7652 ] Mobile 067 419 8001 or Mrs Z. Zuzile at 082 576 3984 during Office Hours.**

Fully completed bid documents in sealed envelope endorsed with the relevant bid number, bid description and the closing time and date, must be deposited at the bid box situated at, **Department of Transport, 1st Floor ABSA Building, 61 Govan Mbeki Avenue, Gqeberha** not later than **11h00 on Friday 02<sup>nd</sup> October 2023** when bids will be opened in Public.

**FOR COMPLAINTS, FRAUD AND BID ABUSE:  
CALL: 0800 701 701**

## **1. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract given in Section 3 and the Department's Policy on Supply Chain Management shall apply to this contract.

## **2. BID FORM**

All bids shall be made on the bid forms incorporated in this document.

## **3. EVIDENCE OF EXPERIENCE OF BIDDERS**

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

Employer for whom the work was performed;  
Nature of work;  
Value of work;  
Year completed.  
Recommendation / reference letter from previous work completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

## **4. COMPLETION OF BIDS**

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or if any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

## **5. SUBMISSION OF BIDS**

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelope clearly marked

**“Bid No: SCMU10-23/24-0015 APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PLANT HIRE SERVICES FOR THE MAINTENANCE AND CONSTRUCTION OF ROADS IN THE SARAH BAARTMAN DISTRICT FOR A CONTRACT PERIOD OF TWENTY FOUR [24] MONTHS**

and the Bidder's name and address, shall be deposited in the Bid Box situated at **Department of Transport, 1st Floor ABSA Building, 61 Govan Mbeki Avenue, Gqeberha, not later than 11h00 on Friday 02<sup>nd</sup> October 2023, when bids will be opened in Public.** Bids may not be faxed or e-mailed. Late bids shall be rejected.

## **6. DATA TO BE FURNISHED AT BID STAGE**

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

## **7. WITHDRAWAL OF BIDS**

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

## **8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY**

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

## **9. MINIMUM WAGES**

Any bid that contains proposals for wages that are less than the minimum wage according to sector Determination shall be rejected. Firm price for a period of three years including employee increments.

## **10. ACCEPTANCE OR REJECTION OF BIDS**

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

## **11. SITE INSPECTION/BIDDERS MEETING**

A non compulsory briefing or Clarification session will be held on Thursday, 14 September 2023 at Nangoza Jebe Hall in Gqeberha @11:00am

## **12. FAILURE TO RETURN BID DOCUMENTS**

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

## **13. TAXES AND LEVIES**

Bidders shall include Value Added Tax (VAT) in their bid rates.

## **14. EVALUATION OF BIDS**

Bids will be based on 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2022 Regulations thereto. Bids will be evaluated based on Functionality.

## **15. BID VALIDITY PERIOD**

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

## **16. ACCEPTANCE OF BID**

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

## **17. PENALTIES**

In the event that the Contractor fails to produce registers as specified in Chapter 4 "Project Specification", the Employer may deduct 5% of the invoice amount.

## **TERMS OF REFERENCE**

## **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PLANT HIRE SERVICES FOR THE MAINTENANCE AND CONSTRUCTION OF ROADS IN THE SARAH BAARTMAN DISTRICT FOR A CONTRACT PERIOD OF TWENTY FOUR [24] MONTHS**

### **Purpose**

The Department intends to create a panel to enable the contracting of various service providers to supply plant hire requirements for the Eastern Cape Department of Transport for a period of 24 months, on a needs basis

### **Objective and Goals**

In order for the Department to meet its service delivery objective of providing safe and accessible roads within the Province, the Department has embarked on a process of appointing a panel of plant hire service providers for a contract period of twenty four (24) months. The service providers that would have met the set qualification criteria per district, will be appointed per the LMA (Local Municipal Area). The LMA appointment will be based on the business location depicted in the bid proposal.

This criteria is meant to ensure that the Department is able to respond in good time to road maintenance challenges. This approach is also meant to ensure that the Local Economic Development goals are achieved across the LMAs within the Eastern Cape

### **Scope of Work**

The provision of plant hire services will be based on a “wet rate” (inclusive of operating and maintenance costs), this includes provisioning of plant operators, required fuel, necessary insurance and any other legislative requirements that are in line with the service required.

### **Plant List to be on the schedule of quantities**

1. Bull dozer D6/D7
2. Loader (1 ton) 920
3. Loader (2.5 ton) 950
4. Excavator (tracks) 20 ton
5. Excavator (tracks) 25 ton
6. Excavator (tracks) 30 ton
7. Excavator (Hummer only) HB1700
8. TLB
9. Water truck 11000 L
10. Water truck 12000L – 14000L
11. Water truck 15000L – 18000L
12. Roller ( pad foot/smooth roller) 12 ton
13. Roller pneumatic
14. Roller Tow Tractor & Grid
15. Tipper trucks 10 Cubic metres
16. Tipper trucks 12 Cubic metres
17. Tipper trucks 15 Cubic metres
18. Dumper Truck 10 Cubic metres
19. Low bed

- 20. Grader (140G/ Equivalent)
- 21. Jumping Jack
- 22. Concrete Mixer 400L
- 23. Steel Drum Hand held Roller
- 24. Sit On 1.5 ton
- 25. Mobile Crusher 600 X 900
- 26. 1000 Milling Machine (Skidsteer incl broom, forklift & bucket)
- 27. Crane Truck 8 ton
- 28. Roll back Truck 8 ton

**Pricing**

The Department will introduce a market related flat rate for plant hire services and this will be communicated with all the service providers that would have met the qualification criteria

**Minimum requirement per bidder**

The potential service provider must have a minimum or the agreement/ intention to lease the following plant in order to be considered for bid

- a) For plant items that can be operated on public roads, Enatis Print must be provided or proof of purchase for machinery and equipment that cannot be operated on public roads.
- b) Bidders must indicate on the schedule for plant & equipment if they own the plant or they will source it somewhere else, failure to indicate in the schedule will invalidate the bid(Plant Hire companies cannot offer the same plant to multiple bidders for the same bid).
- c) Where bidders do not own the plant, they need to attach an original letter with intend to hire from another source with attached certified certificate depicting original ownership or proof of purchase of all plant items to be hired. The Department reserves the right to verify road worthiness and ownership of the plant.
- d) Individual plant item(identifiable through registration documents) cannot form part of more than one bid proposal
- e) Bidders who own the plant need to attach copies of certificate for ownership or equivalent.
- f) Bidders proposal that does not meet the specification will not be considered
- g) Minimum of 1 plant hire testimonial or completion certificate for roads construction project, in the client’s letter heads, signed by the authorised individual
- h) Bidders must be registered with CIDB (Construction Industry Development Board) in the Civil Engineering Industry (CE).
- i) Minimum plant items required per bidder

<b>PLANT</b>	<b>ENATIS REG</b>
• Graders (Minimum required is 1)	
• Water Trucks 11000 – 18000litres (Minimum required is 2)	
• Dozers (Minimum required is 1)	
• Front end Loaders (Minimum required is 1)	
• Excavators (Minimum required is 1)	
• Tipper Trucks(10 cubic meters) (Minimum required is 6)	
• Self-propelled roller 12-20 ton – Smooth, Pad foot drum (Minimum required 2)	
• Tractor Loading Backhoe (TLB) (Minimum required is 1)	

A bidder must own at least 20% (3 plant items) of the required items

The Dept. will not appoint one contractor to more than one District as per SCMU10-23/24-0014.

If a bidder fails to meet any of the said minimum requirements, the bid will be regarded as non-responsive and will not be considered for the bid.

**BID EVALUATION CRITERIA:**

**Bidders will only be considered for the areas or Districts on which they have bid for. The Department reserves the right not to appoint a service provider at more than one District or area of service.**

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS AND STAGES OF EVALUATION:**

**This bid will be evaluated in three (3) stages as follows:**

- ❑ Stage One: Compliance, responsiveness to the bid rules and conditions, thereafter
- ❑ Stage Two: To be evaluated on functionality: bids will be assessed for functionality using the criteria as detailed in the document
- ❑ The Department reserves the right to conduct a physical verification against the condition of the machinery or plant item to be provided by the awarded Bidder before delivery.

Stage 1 - Compliance

Stage 2 - Functionality

**Stage 1, (Compliance):**

**Bidders shall take note of the following bid conditions –**

- ❑ Bidders are required to be registered with Central Supplier Database (CSD) to be eligible for bidding.
- ❑ Bidders are required to fully complete and sign all the relevant Standard Bidding Documents (SBDs).
- ❑ Bidders must be registered with CIDB (Construction Industry Development Board) in the Civil Engineering Industry (CE).

**Stage 2, (Functionality):**

**(a) Process of Functionality evaluation**

1. The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Maximum Points Score
1. Proven Track Record	50
2. Essential Plant Required	200

3. Locality	250
<b>Maximum possible score for Functionality</b>	500

2. For further evaluation, the minimum number of evaluation points to be scored for Functionality is **60%** Of total points (500 points) , which equates to **300 points**.
3. Only those bidders who achieved at least the minimum number of functionality evaluation points will be eligible to have their bids further evaluated.

Meet the set minimum requirement of plant =2  
 full complement of plant required =3,5  
 Twice the full complement of plant required =5

EVALUATION CRITERIA						
CRITERIA		SUB-CRITERIA			MAX SCORE	SOURCE OF EVIDENCE
1.	Proven Track Record	4 x Plant Hire contract testimonials or completion cert. = 5 points; 3 x Plant Hire contract testimonials or completion cert. = 4 points; 2 x Plant Hire contract testimonials or completion cert. = 3 points; 1 x Plant Hire contract testimonial or completion cert. = 2 points;  <b>(Points X Max Score)</b>			10	Written and signed contactable testimonial(s) per contract
2.	Essential Plant Required				40	Certificate of ownership/ proof of purchase/invoice reflecting company name/ Enatis print. Hired plant items: attach a letter of confirmation with letter head to hire plant from other source with certificate of ownership/proof
		Points				
		• Minimum set of required plant	2			
		• Full complement of the plant (Page 4 &5)	3.5			
		• Twice the full complement of the plant (Page 4 &5)	5			
<b>(Points X Max Score)</b>						
3.	Locality	Primary address on CSD in the Eastern Cape not changed in the last 12 months	Head Office within the Sarah Baartman District	5	50	
		Alternative address on CSD in the Eastern Cape not changed in the last 12 months	Head office within the EC with satellite office in Sarah Baartman District	3		
			Head office within the EC	2		
			Head office outside the EC	1		
		<b>(Points X Max Score)</b>				
<b>Total Item maximum points</b>				<b>100</b>		

**Total obtainable points = 500 points**

- ❑ Bidders that have met the functionality criteria will be carried to the next stage, wherein in Loco inspection will be carried out to determine the existence and condition of the plant submitted on the bidder's proposal. Bidders will be given a 48 hour notice prior the in loco inspection, and it is the prerogative of the bidder to ensure that the plant is made available to the Department on request ,arrangements can be made for off-site viewing
- ❑ The in loco inspection will also validate the existence of the company's site or head office.
- ❑ The functionality points will only be confirmed upon the completion of the in loco inspection.

## CRITERIA FOR ALLOCATION OF WORK FOR SUCCESSFUL BID

- ❑ Database will be created as per the District, allocation of work will be on a rotation basis as predetermined
- ❑ Order of preference will be set as follows
  - i) Bidder that has scored the highest functionality will be considered for the first job allocation
  - ii) Wherein the bidders have scored the same points for functionality, the one with the shortest distance to the construction site ,as per the bidder's location on their bid proposal will be considered
- ❑ The Department reserves the right to utilise the successful bidder in any roads allocated to the Eastern Cape Department of Transport within the period of the contract
- ❑ The successful bidder will be required to submit a letter of good standing from the compensation commission within 21 days upon receipt of the letter of award.

### Procurement Contact Official:

Mr P. Nqikashhe

Tel: 043 – 604 7652

Fax: 086 648 6340

Email: [philasande.nqikashe@ectransport.gov.za](mailto:philasande.nqikashe@ectransport.gov.za)

## B. SUPPLY CHAIN MANAGEMENT POLICY PRE-REQUISITES

Bids will not be considered should the PRE-REQUISITES not be met.

### B.1 GENERAL PRE-REQUISITES

#### Introduction

This Section covers a general set of PRE-REQUISITES that have been identified for supply chain management by the DoT. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexures. Bidders will not be considered should the PRE-REQUISITES not be met.

#### Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed fully. See **Annexure "C"**.
- b) The Declaration of Interest form must be completed and signed. **(SBD4)**

- c) The bid document must be completed fully in all respects in black ink and initialled at the bottom.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.
- f) Bidder's proposals that do not meet the specifications will not be considered.
- g) Failure to fully complete and sign **SBD1** (Invitation to Bid) will invalidate bidder's bid
- h) Failure to submit registration with CIDB (Construction Industry Development Board) in the Civil Engineering Industry (CE).

Points claimed for Owning and Hiring machines will be based on a total of 40 Points whereby bidders will be evaluated based on the criteria stated above.

Example if bidder will be assessed by adding received points per machine, to give total number to claimed on essential plant required to second stage elimination.

Bidders must indicate on the schedule for plant if they own the plant or they will source it somewhere else

## **B.2 SPECIAL CONDITIONS**

### **Other special conditions**

- The Eastern Cape Department of Transport does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- Bids submitted are to hold good for a period of 90 days.

## **B3. EXTENT OF BID**

This contract is for – Hiring of construction plant for the maintenance of roads in the Sarah Baartman District for a contract period of thirty six [36] months

## **B4. CONTRACT TO BE BINDING**

The formal offer and acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to it's satisfaction from the contractor, for the due fulfilment of this contract.

## **B5. MODE OF BID**

All Bids shall be completed fully and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole.

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

**B6. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

**B7. INSURANCE CLAIMS, ETC.**

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance **(R2 Million or more)** or any other valid form of indemnification to The Department for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

**B8. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed and initialled on each page

**B9 PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 90 days from the closing date as stipulated in the Bid document.

**B9.1 PENALTY PROVISION**

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:

- [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
- [ii] A new Bid price (inclusive of escalation).

**B10. VALUE ADDED TAX**

In calculating the cost of the plant hiring service and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

**B11. PRICE ESCALATION**

No claim in respect of any price escalation will be considered by the Department unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the work done on that particular financial year. It is the responsibility of the Bidder to inform The Department of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to The Department.

**B12. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

**B13. DURATION OF THE BID**

It is envisaged that the successful Bidder will be appointed for a contract period is thirty six (36) months.

**B14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**B15. LOCATION**

The contract will be for hiring of plant for roads in Sarah Baartman District which includes only proclaimed roads. The Department can request service provider to render services outside the District when it is required by the Engineer at the same rate tendered for in the current LMA.

## **C. GENERAL CONDITIONS OF CONTRACT**

### **A. TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase and Decrease of Quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of Contracts
35. Amendment of Contracts
36. National industrial participation programme (NIPP)
37. Prohibition of restrictive practices

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, 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 provider 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 any thing of the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

### **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**

5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The provider 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 provider's performance under the contract if so required by the purchaser.

5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider's failure to complete his obligations under the contract.

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.

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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.
14. **Spare parts**
- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. **Warranty**
- 15.1 The provider 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 provider 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 provider, 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 twenty four (24) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

**16. Payment**

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified in the Service Level Agreement (SLA).

16.2 The provider 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 provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Contract amendments**

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

**20. Assignment**

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

**21. Subcontracts**

21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid

21.2 or later, shall not relieve the provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

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

- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 provider'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 provider.

### **23. Penalties**

- 23.1 Subject to GCC Clause 25, if the provider 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 good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **24. Termination for Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for

any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping and Counter - Veiling Duties and Rights**

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

## **26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

## **27. Termination for Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

## **28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.
29. **Limitation of Liability**
- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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
  - (b) apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
  - (c) The aggregate liability of the provider 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.
30. **Governing Language**
- 30.1 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.
31. **Applicable Law**
- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. **Notices**
- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.
33. **Taxes and Duties**
- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
34. **Transfer of Contracts**

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

**35. Amendment of Contracts**

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

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

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

**37. Prohibition of Restrictive practices**

37.1 In terms of section 4 (1) (b) (iii) of the Competition Act No 89 of 1998, as amended, an agreement between, or concerted practise 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) / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

37.2 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.

37.3 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.





**ANNEXURE C.**

**COMPANY DETAILS**

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The following company details schedule must be completed fully to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:.....  
.....

Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details: .....

.....

.....

.....

.....

Professional Indemnity Details: .....

.....

.....

**ANNEXURE D. SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our bid is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our bid is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date .....

Name \_\_\_\_\_ Position .....

Bidder .....

**ANNEXURE E FORMS TO BE COMPLETED**

SBD 1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT</b>					
<b>BID NUMBER:</b>	SCMU10-23/24-0015	<b>CLOSING DATE:</b>	02 OCTOBER 2023	<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PLANT HIRE SERVICES FOR THE MAINTENANCE AND CONSTRUCTION OF ROADS IN THE SARAH BAARTMAN DISTRICT FOR A CONTRACT PERIOD OF TWENTY FOUR [24] MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
EASTERN CAPE DEPARTMENT OF TRANSPORT					
1st floor					
ABSA Building,					
61 Govan Mbeki Avenue					
Gqeberha					
<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					
TCS PIN:			<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			

CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]

<b>SIGNATURE OF BIDDER</b> .....	<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>	<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	DEPT OF TRANSPORT	CONTACT PERSON	Mr. M. Cwili
CONTACT PERSON	MR P. NQIKASHE	CELLPHONE NUMBER	067 414 2504
TELEPHONE NUMBER	043 – 6047 652	TELEPHONE NUMBER	N/A
E-MAIL ADDRESS	Philasande.nqikashe@ectransport.gov.za	E-MAIL ADDRESS	Mandiphiwe.cwili@ectransport.gov.za

**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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 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 BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**SBD 4: BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup>. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2. 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.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

2.2.1 If so, furnish particulars:

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

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

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

*I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.*

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS**

**This form must be included additional to the SBD.4**

1. In terms of section 30 of the Public Service Act;

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

2.

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

3. "State" means –

- (a) 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);
- (b) Any municipality or municipal entity;
- (c) Any provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

4. Should you indicate "yes" above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				

5. **Please note: The "state" is clearly defined in paragraph 3 above. In the event that "no" is selected and subsequently any false declaration are detected, the non-disclosure of such "state employment" will be deemed as "fraud". Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.**

**6. DECLARATION**

I, (NAME & SURNAME).....ID NUMBER..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

..... Signature

Date

..... Name of bidder

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) Department of Transport accordance with the requirements and task directives / proposals specifications stipulated in Bid Number SCMU10-23/24-0015 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (Schedule for Plant & Equipment)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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 .....

WITNESSES	
1	.....
2	.....
DATE:.....	
.....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY DEPARTMENT OF TRANSPORT)**

I..... in my capacity  
 as.....  
 accept bidder bid under reference number SCMU10-23/24-0015 dated.....  
 for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.  
 I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.


DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE PLANT HIRE SERVICES FOR THE UPGRADING AND CONSTRUCTION OF ROADS IN THE SARAH BAARTMAN DISTRICT FOR A CONTRACT PERIOD OF TWENTY FOUR [24] MONTHS				

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP 

**WITNESSES**  
 1 .....  
 2 .....  
 DATE:.....

**RESOLUTION FOR SIGNATORY**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

“By resolution of the board of directors passed at a meeting held on \_\_\_\_\_  
\_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for Contract No. \_\_\_\_\_ and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_  
Company name

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_  
Name Signature

2. \_\_\_\_\_  
Name Signature

**ANNEXURE F**

**DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

---

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the EASTERN CAPE DEPARTMENT OF TRANSPORT.

.....  
**SIGNATURE OF DECLARER**

.....  
**DATE**

.....  
**POSITION OF DECLARER**

.....  
**NAME OF COMPANY OF BIDDER**

Should the bidder have, in the opinion of the DoT, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the DoT may, in its sole discretion:

- \* Ignore any bids without advising the bidder thereof
- \* Cancel the contract without prejudice to any legal rights the DoT may have

**Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DoT and such bidder.**

**G. PROJECT SPECIFICATIONS FOR THE HIRE OF CIVIL ENGINEERING PLANT****1. WORK INCLUDED IN THE SPECIFICATIONS**

The work included in this specification consists of the delivery to site, hiring and use and removal from site of mechanical plant as listed in the bills of quantities to undergo upgrading of a gravel road.

**2. COMPLIANCE WITH SPECIFICATION & STATUTORY REGULATIONS**

All machines and plant hired to the Employer must be in good condition and must comply in all respects with the requirements of the Factories, Machinery and Building Work Act 22 of 1941 (as amended).

**3. AUTHORISED ORDERS**

Official Order Forms, which forms are numbered, will be issued whenever plant is hired by the Employer.

No payment will be made unless the Contractor's invoices and other documents relating to the hired plant refer to the Official Order Form number.

**4. SCHEDULE OF RATES****4.1 Pay Items**

Because various items of Plant sometimes have unique requirements in terms of payment, a separate schedule for each type of plant has been given in this Schedule of Rates and each schedule should be carefully examined by the Bidder prior to completion of the Schedule.

**4.2 Completeness of Bid document**

It is important for evaluation purposes that every column in the schedule relating to the item of plant offered is completed. Failure to complete all the columns may result in that item of plant's exclusion from the official list.

**5. SHORT & LONG TERM HIRE**

**5.1** The schedule of rates includes for short and long term hire, where short term hire applies to a period less than 28 days, which period shall be deemed to include weekends (even if the plant did not operate over weekends), and long term hire applied to any period of hire which exceeds the period defined for short term hire.

**4.2** The period of hire for plant and/or supervisor/s and/or labourers (this shall not apply to Light Delivery Vehicles or Flatbed Trucks for which restriction of movement within the Eastern Cape Province does not apply) shall be deemed continuous even if the Plant/Supervisors/Labourers are relocated, in accordance

with the requirements of the Employer, to alternative sites provided that these sites fall within the region.

## 6. WET AND DRY RATES

The “**Wet Rate**” is defined as the hire rate including for fuel as well as for all materials, labour and plant required for the transport of the fuel to site and filling of Plant at any location within the Boundaries of the Eastern Cape Province. “**Dry rate**” is defined as a hire rate without provision of fuel as well as all materials labour and plant required for transportation of fuel to the site for filling the hired item of plant.

## 7. GROUP HIRE RATES

Group hire is defined as one hire rate for plant that is interdependent on one another in the performance of an activity.

## 8. FIXED TRANSPORT COSTS

The “**Fixed Transport Cost**” is defined as any cost for plant, labour and materials; required for loading and off-loading Plant hired under the Contract or any other cost associated with establishment and de-establishment from the Site and which is not included in the unit transport cost per Kilometre.

## 9. CHARGES FOR PLANT ACCORDING TO THE HOURLY RATE

Where the schedule provides for the hire of plant on hourly basis rate (Rand/hour) the following shall apply.

9.1 Where the Schedule of Rates require a rate in terms of Rand/hour then the **working hours per day shall not exceed 9.0 (nine) hours for normal working days excluded hours travelling to site and back to the base.**

9.2 Normal working days are from Monday to Friday inclusive. Saturday and Sunday and Statutory Public Holidays of the Republic of South Africa are not regarded as working days and payment shall not be made for Plant which is not working on those days. Where plant does work on these days payment shall be made proportionally to the maximum of 9 hour day – i.e.{(Number of hours actually worked/9) X Rate}.

9.3 For any machine working in excess of the 9 hours per day the additional work may be claimed on a proportional basis.

## 10. OVERTIME

Work carried out by plant hired outside of the hours as defined above shall be as per the Scheduled Rate provided that the work has been pre-approved in writing by the Employer.

## 11. MAINTENANCE, SERVICING & FUELLING

No maintenance, servicing and fuelling will be allowed during working hours.

## 12. BREAKDOWNS

Whenever the plant is unable to work because of breakdowns, for whatever reason these breakdowns occur, the plant shall be off hire for that duration and payment shall be made proportionally to a maximum 9 hour day – i.e.  $\{(Number\ of\ hours\ actually\ worked/9) \times Rate\}$ .

## 13. STANDING TIME

Whenever the plant stands due to reasons which are beyond the Contractor's control **at the request** of the Employer, the Employer shall either give notice in terms of the Contract (i.e. minimum 48 hours) for the Contractor to remove the plant or personnel hired under the Contract, failing which the Contractor shall be entitled to claim a Standing Rate for those days during which the plant was not productive. Typical examples of where the standing rate would apply are as follows:-

- i) During period of rain or inclement weather, in excess of five days.
- ii) In the event that the Site is inaccessible (e.g.) Wet condition as a result of rain, then the Employer will pay 4.5 hours under the standing time rate. If rain begins after 4.5 hours of work on site, a full day rate will be payable to the supplier.
- iii) During civil commotion or unrest when it is considered unsafe to operate plant on a particular project.
- iv) Where the Employer requires plant availability for standby duties or other reason the plant may be hired under the Standing Rate for any such period as the availability of such plant is required.
- v) If the plant is not utilised during the notice period of 48 hours, then the standing rate only shall be claimed.

## 14. TRANSPORT DISTANCES

Distances for transport of any Plant hired under this Bid shall be calculated from the physical address within Sarah Baartman District. If the bidder physical address is outside Sarah Baartman District the bidder will only charge for kilometres at the entry points of Sarah Baartman District Except where the plant is transported from Site to Site whilst on continuous hire from Contractor. The distance covered shall be deemed to be the total running distance travelled to site and/or between sites. **Removal of plant from site shall be made at no charge to the Employer (i.e. no payment shall be made for kilometres travelled in removing plant from the Site; kilometre count shall start within the District).**

## 15. LOWBED HIRE

**15.1 Distance Travelled**

This rate shall include the distance travelled from the physical address (as defined) to the site where the particular item of plant is required and include the return distance, where so required, and shall apply whether the low-bed is loaded or otherwise. The rate per kilometre shall include for all fuels, lubricants, fluids, licence or any other running costs shall be excluded for the costs of Abnormal Load and other special Permits, which, when required, will be claimed and paid for separately. The rate submitted shall also include for the Low-bed Operator and all assistants required for loading and offloading of the various types of plant hired under the Contract.

**15.2 Standing Time**

This rate is to allow for standing time during loading, or any other delay which is caused by the Employer. No payment shall be made under this item outside of normal Departmental working hours. (E.g. when the lowbed arrives on site all to find out the machine is still not ready to be loaded due to departmental official.

**15.3 Overnight Stops**

This rate is to allow for all costs associated with overnight stops including parking of the low-bed, accommodation and meals for the driver and his assistants or any other cost associated with overnight stops where these may be required.

**15.4 Rates**

**On site use** will be calculated using the hourly rate plus kilometres (km's) only and will not include the fixed cost.

**Site to site use** will be calculated using the fixed cost to deliver plus km's only and will not include the daily rate.

**16. LIGHT DELIVERY VEHICLE (LDV) AND FLATBED TRUCK RATES**

**16.1** The LDV and Flatbed Trucks shall be charged according to kilometres travelled together with a time component relating to the length of hire which is defined hereunder.

**16.2** Light Delivery Vehicles and Flatbed Trucks may be required to operate in any region within the Eastern Cape Province and there shall be no differential of the rates within the Province.

**17. Insurance's of Light Delivery Vehicles (LDV) and Flatbed Trucks Rates**

**17.1** The rate Bided shall include for the comprehensive insurance of the vehicles for operation within the boundaries of the Eastern Cape Province.

**17.2** The Employer undertakes to ensure that only those officials who are properly licensed for the particular vehicles to be hired, will be permitted to operate the vehicles.

**18. Transport to Site of LDV's and Flatbed Trucks**

The Contractor may, at the request of the Employer, be required to deliver to site the LDV or Flatbed Truck to be hired in which case such delivery will be effected in accordance with the rate per running kilometre measured from the Contractor's physical address as

described on the Project Specification to the site and back, together with the fixed charge as defined hereunder for delivery as set out in the Schedule of Quantities. The Contractor shall make his own arrangements for the transportation of the Driver making such delivery or removal from Site (e.g. After the delivery has been carried out the driver shall be transported back to the physical address of the Contractor by the Contractor). Similarly, removal from site will be carried out and paid on the same basis.

## 19. GENERAL REQUIREMENTS

### 19.1 Safety Requirements

**ALL** plant hired must have flashing orange lights **AT ALL TIMES**. If these lights are not working or not available on any item of plant hired, this plant will immediately be removed from hire. The supplier shall comply with the Occupational Health and Safety Act and construction regulations of 2014(85 of 1993) with environmental authorization in terms of national environmental management ACT 1998 (107 of 1998)

### 19.2 Completion of Schedule of Rates

The Schedule of Rates shall be completed in such a way, that for each item of Plant/Lowbed/LDV or Flatbed Truck in the Bid document each column shall be completed. Failure to complete the schedule as required may invalidate the Bid.

#### A) Plant

- i) The cost of hiring the plant
- ii) The cost of the operator (unless separate provision for the operator as an extra cover is specifically allowed for in the schedule of rates).
- iii) The cost of the fuel and lubricants where **“wet rates”** apply.
- iv) The servicing and maintenance of the plant.
- v) All insurance's on the plant as described under the General Conditions of this document.
- vi) All ground engaging tools (where applicable).
- vii) All overhead and administrative costs associated with the hire of the Plant.
- viii) Contractor's profit.

#### B) Low-beds

- i) The machine must have 380-500 horse power
- ii) The cost of hiring the low-beds
- iii) The cost of the Operator/s and assistant/s
- iv) The cost of the fuel and lubricants
- v) The servicing and maintenance of the low-bed
- vi) All insurance's on the plant as described under the General Conditions of this document
- vii) Contractor's profit
- viii) All overhead and administrative costs associated with the hire of the Plant.

#### C) Light Delivery Vans and Flatbed Trucks

- i) 250D (Diesel)
- ii) The cost of hiring the LDV/s or Flatbed Truck/s

- iii) The cost of provision of fuel and maintenance card
- iv) The cost of fuel and lubricants
- v) The servicing and maintenance of the LDV/s or Flatbed Truck/s
- vi) All insurance's on the LDV/s and Flatbed Truck/s as described under the General Conditions of this document
- vii) The cost of delivery to or removal from Site of the Vehicle where required
- viii) Contractor's profit
- ix) All overhead and administrative costs associated with the hire of the Plant

#### **D) Site supervisor**

There must be a competent site supervisor on site at all times for the duration of the contract. The site supervisor must liaise with the site foreman appointed by the Department of Transport.

### **20. NOTIFICATION OF HIRE REQUIREMENTS**

The procedure which will be followed during normal working hours, when plant is required to be hired will be as follows :-

- i) The Contractor will be advised by fax or hand delivered letter that the particular Plant/Lowbed/LDV/Flatbed Truck is required, the date when they will be required, the name of the person who is in charge of the site, the period for which they will be required. The Contractor will be given the Official Order Number as soon as it is available.
- ii) Where a Contractor does not have the Plant/Lowbed/LDV/Flatbed Truck available for the specific period required, he shall within 24 hours confirm by facsimile transmission to the Department that the plant is not available and giving reason for the non-availability.
- iii) The Official Order Form will be submitted to the Contractor within 7 days of the telephonic order.
- iv) No payment will be made for any plant other than that specified in the Official Order Form.
- v) Upon the failure of the Contractor to deliver the Plant/Lowbed/LDV/Flatbed Truck that he stated would be available on the agreed date, the Employer may give written notice that, unless the required item is delivered to site within 48 hours of the issue of such a notice, alternative arrangements shall be made by the Engineer and all cost incurred, including the cost of the difference in the hire rates, shall be borne by the Contractor who so defaults.
- vi) A minimum of 48 hour notice shall be given to the Contractor by the Employer in writing for the termination of the hire of the Plant/Lowbed/LDV/Flatbed Truck hired shall remain on the job continuously for the task for which it/they is/are engaged and shall not be withdrawn without the consent of the Official in Charge of the Site. Failure to comply with this requirement may result in the Bidder's Schedule of Rates being no longer acceptable to the Employer.

### **21. VERIFICATION OF HIRING TIMES**

- a. Once the plant is delivered to the Site, the Contractors' representative shall sign the Plant/Lowbed/LDV/Flatbed Truck Log Sheets at the end of each day and shall hand them to the Official in Charge of the site. In case No official is on site, the contractor's representative must notify the Engineer for other arrangements. At the same time the Vibrocorder charts (if applicable) for the day, which charts would be dated and signed by the Contractor's representative. A signed copy of the Hire

Log Sheets duly signed by the Official in Charge of the Site, or the Engineer, will be handed to the Contractors representative at the end of each week.

## **22. INVOICE**

Each invoice shall refer to the Official Order Number and shall have attached thereto copies of the Hire Log Sheet signed by the Contractor's representative and the Official in Charge of the Site.

## **23. OPERATION & USE OF HIRED PLANT**

### **23.1 Operators**

Where the operator is required to be provided with an item of plant, he/she shall be experienced in the use and operation of such plant. The Operations of Plant shall comply at all times with the requirements of the Factories, Machinery and Building Work Act.

### **23.2 Servicing of Plant Hired without an Operator**

The Contractor shall carry out any necessary servicing according to the maker's instructions at his cost.

### **23.3 Ground Engaging Tools**

All plant so required, is to be supplied with ground engaging tools (G.E.T) in good order. Rates submitted are to include for replacement where necessary of the G.E.T. required as a result of the normal use of the Plant. In particular the cutting edge of motor graders must be maintained to a high standard and blades which are not straight and true along the cutting edge to be replaced.

### **23.4 Security of Plant Outside of Normal Working Hours**

The Contractor shall allow within the rates for parking, guarding and general security of the Plant after working hours. The time taken to travel to and from such secure area as the Contractor may choose shall not be for the Employer's account.

### **23.5 Accommodation of Drivers / Operators**

The Contractor is responsible for the accommodation and ablution facilities of his drivers/operators and their assistants.

### **23.6 Provision of Vibrocorder's**

All plant which is motorized and for which payment is made according to a daily rate shall be supplied with a Vibrocorder or other approved time measuring devise (hour meter) fitted. Although these devices are not required for payment purposes they may be used by the Employer to control production and to ensure that the plant is being utilized to its full potential.

## **24. CONTRACTOR'S LIABILITY**

The Contractor shall be responsible for all wear and tear and breakage's occurring during operation or transport of the Plant.

**25. MACHINE PERFORMANCE**

Machine performance must reasonably comply with the manufacturer's specifications. Additional governing of the motors beyond that required by the manufacturer, or any other means of reducing machines performance will not be permitted.

If the Employer considers that any items of plant does not reasonably comply with the manufacturers specifications the Employer shall be entitled to call for an assessment from an accredited agent. If the plant so assessed is found to comply with the performance specification, the cost of the assessment shall be borne by the Employer. If the opposite is true the cost of the assessment shall be borne by the Contractor.

Plant assessed as not being able to comply with the manufacturer's specifications in terms of performance, due to age or other defect, shall be removed from the site and all costs for replacement of the item so removed shall be the Contractor's account including the cost of any difference in hire rate which may arise out of such replacement.

**Bidders are warned that the Engineer will not tolerate any plant not conforming to the required specifications.**

Any machine broken down or not able to work due to the contractor's problem for more than 85% of the time that it is required to work, must be removed from site at the contractors cost.

**26. PLANT BREAKDOWNS**

Any item of plant which is essential to the continued use of other plant (other plant meaning hired or Departmental) shall be deemed to be "Key Plant" and in the event of breakdown of any item of plant the following shall apply :-

- i) Any other plant belonging to the Contractor from whom the defective "Key Plant" has been hired and which cannot be effectively utilised because of the breakdown shall be considered to be off hire for the duration of the breakdown.
- ii) If the repair of any such key item of "Key Plant" shall take longer than 48 hours from the time of the breakdown to repair, then the Contractor shall replace the defective item of "Key Plant" within 48 hours of the Employer giving him written notice to do so, failing which the Employer shall be entitled to make alternative arrangements, the cost of which shall be borne by the Contractor including the cost of the difference in hire rate.
- iii) Any item of hired plant other than "Key Plant" shall be repaired within 96 hours from the time of the breakdown failing which the Contractor shall replace the defective item of Plant within 48 hours of the Employer giving his written notice to do so. Failing which the Employer shall make alternative arrangements, the cost of which shall be borne by the Contractor including the cost of the difference in hire rate.

**27. CONTRACT PRICE ADJUSTMENT**

There will be annual Contract Price adjustment based on CPI figures projected by the South African Reserve Bank.