



NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY

BID DESCRIPTION: APPOINTMENT OF A PANEL OF NOT MORE THAN FIFTEEN (15) SERVICE PROVIDERS FOR HIRING OF PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AS AND WHEN REQUIRED BASIS.

BID NUMBER: NMMDM 22/23/04 PWBS

TENDER SUBMITTED BY (DIRECTOR):

NAME OF BIDDING COMPANY:.....

BUSINESS ADDRESS:

.....

.....

TEL. / CELL NUMBER:

E-MAIL ADDRESS:

ISSUED BY:

Municipal Manager
Ngaka Modiri Molema District Municipality
Private Bag X 2167
Mafikeng
2745
Tel: (018) 381 9400

CLOSING DATE: 21 AUGUST 2023 @ 11H00AM

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NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY



APPOINTMENT OF A PANEL OF NOT MORE THAN FIFTEEN (15) SERVICE PROVIDERS FOR HIRING OF PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AN AS AND WHEN REQUIRED BASIS

TENDER NO: NMMDM 22/23/04 PWBS

INVITATION TO BID

Prospective service providers are hereby invited to bids for the Appointment of Panel of not more than 15 Service Providers for Hiring of Plant (Construction Equipment) for a Period of Three Years on as and when required basis

Detailed bids documents are obtainable from www.etenders.gov.za / www.nmmdm.gov.za/tenders

Tenders completed as prescribed shall be sealed in an envelope marked "**BID NO: NMMDM 22/23/04 PWBS – APPOINTMENT OF A PANEL OF NOT MORE THAN FIFTEEN (15) SERVICE PROVIDERS FOR HIRING OF PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03) YEARS ON AN AS AND WHEN REQUIRED BASIS**" and deposited in the bid box at Ngaka Modiri Molema District Municipality, Cnr Carrington and 1st Avenue, Industrial Sites, Mahikeng, to reach its destination not later than **21ST AUGUST 2023 AT 11H00AM** when tenders shall be opened in public.

Bids will be adjudicated based on the Preferential Procurement Regulations 2022 using compliance, functionality and 80/20 points system.

The validity period for this tender is 90 days.

Any enquiries regarding the bidding procedure may be directed to Ms B. Mokate / Mr P. Tauetsile / Mr P. Masumbuka (018) 381 9400, e-mail mokateb@nmmdm.gov.za / tauetsilep@nmmdm.gov.za / masumbukap@nmmdm.gov.za

Any enquiries regarding technical information may be directed to Mr Kabelo Pulenyane / Ms Kelebogile Kaelo 0183819400, e-mail pulenyane@nmmdm.gov.za / kpulenyane@gmail.com / kelebogilekaelo@gmail.com

SIGNED
O.A LOSABA
MUNICIPAL MANAGER

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS</i>					
TENDER/QUOTATION BOX SITUATED NEXT TO THE MAIN ENTRANCE					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] N/A	<input type="checkbox"/> Yes N/A <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes N/A <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 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. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
 - 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
 - 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
 - 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
 - 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

LIST OF RETURNABLE DOCUMENTS

- a) Proof of Central Suppliers Database (CSD) registration
- b) C.K Document
- c) Valid copy of Workmen's Compensation certificate, Act 4 of 2002 (COIDA)
- d) Certified ID copies (of not more than three months) of company directors
- e) A signed Joint Venture Agreement (In case of a Joint Venture)
- f) Recent Statement of Municipal rates and taxes or municipal service charges of every Director Listed on the C.K Document not older than three months from the date issued and not owing more than three months (90 Days)
- g) Recent Statement of Municipal rates and taxes or municipal service charges of the Company (Bidder) not older than three months from the date issued and not owing more than three months (90 Days)
- h) Should a Company (Bidder) Lease a property, the lease agreement will replace the requirement on g.
- i) Should Directors be residing in rural areas, Letter from Tribal Authority confirming your stay in that Area
- j) Should the Director not be responsible for rates and taxes but residing in an area where there is Municipal Services offered, the director should submit the Original Affidavit from South African Police Service Confirming as such.
- k) Should the Company (Bidder) be operating from the Same Address as the Director, An affidavit confirming such should be submitted.
- l) Requirements from (g-l) should be submitted for J.V based on their applicability.
- m) Three Years Audited Annual Financial Statements
- n) Hard Copy and the Soft Copy of the entire tender document including returnable documents saved in the USB. (Failure to submit the USB will result in a disqualification).**

NB:

1. Copies must have a date of certification and should be not older than 3 months as at the close of the tender. (Should the copy not have the date of certification the tender will be regarded as non-responsive)
2. Only original stamp and signature will be accepted.
3. Copy of a certified document will be considered non responsive.
4. Should any of the returnable documents stated not be attached to this bid document, your bid will be declared invalid.

BID REQUIREMENTS

- 1.** Late bids will not be considered. Please note that bids are late if they are received after the closing date and time.
- 2.** Bids will be valid for 90 days.
- 3.** All prices must be quoted in South African currency and must be VAT Inclusive.
- 4.** All items must be priced, failure to price all items will render your bid non-responsive.
- 5.** All relevant forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorised official. Use of tipex and pencil will not be acceptable.

NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY

SIGNATORY AUTHORISATION

(To be completed by the Bidder)

SIGNATORY AUTHORISATION

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By virtue of resolution dated -----day of -----20-----
(Month)

The certified copy of resolution that is herewith attached to this Bid.

AS WITNESSES:

1.
(Initials and Surname in full)
Signature

Firm/Company's Name:

.....
.....

Physical Address:

.....
.....

2.
(Initials and Surname in full)
Signature

Firm/Company's Name:

.....
.....

Physical Address:

.....
.....

NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:.....
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state* **YES/NO**
 - 3.6.1 If so, furnish particulars:
 - 3.7 Have you been in the service of the state for the past twelve months? **YES/NO**

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

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

3.7.1 If so, furnish particulars:
.....

3.8 Are you connected with any persons in service of the state? **YES/NO**

3.8.1 If so, furnish particulars:
.....
.....

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

3.9.1 If so, furnish particulars:
.....
.....

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

3.10.1 If so, furnish particulars:
.....
.....

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

3.11.1 If so, furnish particulars:
.....

3.12 Are any spouse, child or parent of the company's directors, Managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If so, furnish particulars:
.....

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

3.13.1 If so, furnish particulars:

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

Full Name	Identity Number	State Employee Number

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

**1Are you by law required to prepare annual financial statements for auditing?
*YES / NO**

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

.....
.....

**2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
*YES / NO**

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

2.2 If yes, provide particulars.
.....
.....
.....

*** Delete if not applicable**

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

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS RACE (BLACK) = 5 GENDER (WOMEN) = 5 YOUTH = 5 DISABILITY = 5	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- a. an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- b. any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE (BLACK)	5	
GENDER (WOMEN)	5	
YOUTH	5	
DISABILITY	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.1. Name of company/firm.....

3.2. Company registration number:

3.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

<u>DESCRIPTION OF SERVICE</u>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOALS AS PER TABLE 1 OF MBD 6.1	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT).....

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1.	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars		
4.2.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445).	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Position

.....
Date

.....
Name of Bidder

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

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

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

TERMS OF REFERENCE

Scope of work

The municipality is soliciting the services of not more than fifteen (15) service providers for hiring of plant for provision of roads, water infrastructure maintenance to communities within Ngaka Modiri Molema District Municipality on ad-hoc (As and when required basis) for a period of three (03) years. The service requires the prospective bidders to be in the position to provide the municipality with plant for yard connections, exposing pipes in case of burst pipes, cleaning, and maintenance of rural gravel roads (construction, re-gravelling and blading) or any functions in relation to municipal service delivery.

TECHNICAL SPECIFICATIONS

TYPE OF EQUIPMENT REQUIRED

Item	Description	Minimum Capacity	Min Mass	Min Fly Wheel Power
01	Tipper Truck	6 m ³		
02	Tipper Truck	10 m ³		
03	Rock Dump Truck	14 m ³		
04	Tractor with rotary grass cutting /mower to cover minimum width of 2000mm			60 Kw
05	Heavy Duty Wheel Tractor and Grid Roller with minimum width 2000mm	10 ton		210 kW
06	Road Grader with minimum width of 2500mm	13 ton		93 kw
07	Road Grader with minimum width of 3000mm	15 ton		112 kw
08	Tractor Loader Backhoe (TLB)	0.9/0.25 m ³		
09	Front End Loader	2,7m ³	16 ton	125 kW
10	Wheel Excavator	20 ton		
11	Track Excavator	30 ton		
12	Vibratory Roller Compaction single smooth drum/double pneumatic tyre/self-propelled/heavy duty	16 ton		
13	Vibratory Roller Compaction/ double smooth drum/ multi-pneumatic tyre/self-propelled/heavy duty	27 ton		
14	Hand Roller/Vibrating double smooth drum/pedestrian - small/narrow with minimum width of 390mm Drum	0.75 ton		
15	Mechanical Road/Street Sweeper with minimum width of 2000mm			

Item	Description	Minimum Capacity	Min Mass	Min Fly Wheel Power
16	Heavy Duty Jackhammer Drill with Air Compressor (Max drilling depth: 600mm)		31 kg	
17	Asphalt and Concrete Road Mechanical Cutter with minimum Blade Diameter Size of 300mm			
18	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	16 kl		
19	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	18kl		
20	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	20kl		
21	Hydro Jetting/ Culvert cleaning Machinery	6 Kl, 8 Bar pressure, 450 l/min delivery and 20 m pipe length		
22	Heavy Duty Mechanical Concrete Mixer with Reinforced Drum on Wheels	250L to 500L		
23	Plate Compactor	64kg		
24	Bulldozer	21825kg		158kw
25	Cherry Picker	340kg		
26	Compactor Garbage Truck	10m ³		
27	Bomag Compactor	62 kg		
28	Pavement Breaker (Jack Hammer)	136kg		
29	Pressure Bitumen Emulsion Sprayer	25L		
30	Engine Bitumen Emulsion Sprayer	WDA75, Gear pump 18/Min Max		
31	Concrete Cutter	D25980		

32	Caravan with: -Bed -Microwave -Electrical/Gas stove -Bar fridge -Television			
33	Pole Chainsaw	Petrol 33c, 25cm Chain-bar, Lawn star		
34	Chainsaw	Petrol Chainsaw		
35	Male Mobile Toilets	108kg		
36	Female Mobile Toilets	108kg		
37	Disability Mobile Toilets	108kg		
38	Female and Male Mobile Toilet	108kg		
39	Septic Cleaning Sewage Suction Truck/Honey Sucker	16kl		
40	Septic Cleaning Sewage Suction Truck/Honey Sucker	18kl		
41	Septic Cleaning Sewage Suction Truck/Honey Sucker	20kl		
42	Flat Low Bed Truck Loader	40 Ton		220kw

NB: 1. ALL MACHINERY/ EQUIPMENT MUST BE OF THE HIGHEST QUALITY AND THEY SHOULD BE AVAILABLE FOR LEASE FOR THE DURATION OF 03 YEARS ON AS AND WHEN REQUIRED BASIS.

2. VALID OWNERSHIP LICENSING CERTIFICATES (IN TERMS OF E-NATIS) OR PROOF OF OWNERSHIP FOR THOSE NOT REGISTERED (RECEIPT, PURCHASE DOCUMENTATION) MUST BE ATTACHED.

PERFORMANCE EVALUATION

This bid will first be evaluated on performance as follows:

Description	Max Points	Score
1) Company/Personal Ownership of the Plant <ul style="list-style-type: none"> Valid Ownership Licensing Certificates (in terms of e-natis) must be attached or Proof of ownership for those not registered (Receipt, Purchase documentation) Attach lease agreement with valid ownership Licensing Certificates (in terms of e-natis) must be attached or Proof of ownership for those not registered (Receipt, Purchase documentation) Plant model must not be older than 2017 Roadworthy Certificate as per road regulations. 	60	
1.1) 4 x Tipper Truck (1 Tipper Truck =04 Points)	16	
1.2) 2 x Caravans (1 Caravan=05 Points)	10	
1.3) 2 x Road Graders (1 Grader =04 Points)	08	
1.4) 2 x Water Bowser (1 Water Bowser =03 Points)	06	
1.5) 2 x TLB (1 TLB =03 Points)	06	
1.6) 1 x Track Excavator	06	
1.7) 1x Flat Low Bed Truck Loader	04	
1.8) 1 x Heavy Duty Wheel Tractor and Grid Roller	04	
2) Locality <ul style="list-style-type: none"> a. Within NMMDM Jurisdiction b. Within NW Province (outside NMMDM Jurisdiction) c. Outside NW Province (within SA borders) 	15 15 10 5	
3) Reference Letters with letterhead and stamp and appointment letter from Previous Government Institutions <ul style="list-style-type: none"> 4.1) 5 Letters and above 4.2) 3-4 Letters 4.3) 1-3 Letters 	25 25 10 05	
	100	

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

PRICING SCHEDULE (HOURLY RATE)

ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	HOURLY RATE
					WET RATE
01	Tipper Truck			6 m ³	
02	Tipper Truck			10 m ³	
03	Rock dump Truck			14 m ³	
04	Tractor with rotary grass cutting /mower to cover minimum width of 2000mm			60 w	
05	Heavy Duty Wheel Tractor and Grid Roller with minimum width 2000mm			210 kW	
06	Road Grader with minimum width of 2500mm			13 ton	
07	Road Grader with minimum width of 3000mm			15 ton	
08	Tractor Loader Backhoe (TLB)			0,9/0,25m ³	
09	Front End Loader			2,7m ³	
10	Wheel Excavator			20 ton	
11	Track Excavator			30 ton	
12	Vibratory Roller Compaction single smooth drum/double pneumatic tyre/self-propelled/heavy duty			16 ton	
13	Vibratory Roller Compaction/ double smooth drum/ multi-pneumatic tyre/self-propelled/heavy duty			27 ton	

ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	HOURLY RATE
					WET RATE
14	Hand Roller/Vibrating double smooth drum/pedestrian - small/narrow with minimum width of 390mm Drum Mechanical Road/Street Sweeper with minimum width of 2000mm			0.75 ton	
15	Mechanical Road/Street Sweeper with minimum width of 2000mm				
16	Heavy Duty Jackhammer Drill with Air Compressor (Max drilling depth: 600mm)				
17	Asphalt and Concrete Road Mechanical Cutter with minimum Blade Diameter Size of 300mm				
18	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles			16 kl	
19	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and			18kl	

	associated sprinkler with minimum of five nozzles				
ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	HOURLY RATE
					WET RATE
20	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles			20 kl	
21	Hydro Jetting/ Culvert cleaning Machinery			18kl	
22	Heavy Duty Mechanical Concrete Mixer with Reinforced Drum on Wheels			6 Kl, 8 Bar pressure, 450 l/min delivery and 20 m pipe length	
23	Plate Compactor			64 kg	
24	Bulldozer			Blade 6.1m ³ , weight 21825kg, Powe 158kw	
25	Cherry Picker			Working height 22.02m, Capacity: 340kg	
26	Compactor Garbage Truck			10m ³	
27	Bomag Compactor			BW65, weight 62 kg, GX100	
28	Pavement Breaker (Jack Hammer)			GQR400-C1, Weight 136kg	
29	Pressure Bitumen Emulsion Sprayer			25L	

ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	HOURLY RATE
					WET RATE
30	Engine Bitumen Emulsion Sprayer			WDA75, Gear pump 18/Min Max	
31	Concrete Cutter			D25980	
32	Caravan with: -Bed -Microwave -Electrical/Gas stove -Bar fridge -Television				
33	Pole Chainsaw			Petrol 33c, 25cm Chain-bar, Lawn Star	
34	Chainsaw			Petrol chainsaw	
35	Male Mobile Toilet			Static Tank Capacity- 125 liters, Weight - 108kg	
36	Female Mobile Toilet			Static Tank Capacity- 125 liters, Weight - 108kg	
37	Disability Mobile Toilet			Static Tank Capacity- 125 litres, Weight - 108kg	
38	Female and Male Mobile Toilet			Static Tank Capacity- 125 litres, Weight - 108kg	
39	Septic Cleaning Sewage Suction Truck/Honey Sucker			16kl	
40	Septic Cleaning Sewage Suction Truck/Honey Sucker			18kl	

41	Septic Cleaning Sewage Suction Truck/Honey Sucker			20kl	
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PRICING SCHEDULE FOR FLAT LOWBED TRUCK LOADER (KILOMETER RATE)

ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	Kms Rate
					WET RATE
42	Flat Low Bed Truck Loader			40 Tons	

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

2. Failure to price all items, your document will be regarded non responsive.

3. All prices should be in South African currency.

4. Annual escalation of 10% will be applied in all rates.

5. Prices should be reasonable and market related.

DEFINITIONS

- 1.1 **"Municipality"** or **"NMMDM"** or **"state"** means the **NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY**, North West Province.
- 1.2 **Tenderer** means tenderer who can execute his or her obligation according to this specification.
- 1.3 **"NON WORKING DAYS"**Is defined as all Saturdays, Sundays, all Public Holidays and all days between 20 December and New Years day.
- 1.4 **"Workday"** means a weekday other than a "non-working day" and which usually begins at 07h45 and ends at 16h30, including a break between 13h00 and 14h00.
- 1.5 **"Standing time"** means such period from 30 minutes or longer when a machine is standing idle continuously.
- 1.6 **"Stalling time"** means such time when the equipment is unable to work owing to breakdown, the absence of an operator or for any other reason which is the fault of the Contractor.
- 1.7 **"Wet Rate" means Plant** or vehicle hired with the fuel and operator (the cost of fuel and operator are included in the tariff).

SPECIAL CONDITIONS OF THE CONTRACT

NOTES

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

1. Contact Person

1.1 The USER DEPARTMENT (Transportation Engineering Unit) requires the name and telephone number of the Contractor's contact person.

All discussions and enquiries will be directed to this contact person

2. Official Orders

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

THUS THE FOLLOWING WILL TAKE PRECEDENCE:

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

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

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

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

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

2.4 (a) Addition / Shrinkage of fleet-Prospective bidders are advised that this contract allows for fleet renewal / addition /shrinking. If the successful bidder should wish to extend or renew his fleet during the term of this contract, application (in writing or by

fax) must be made (ON A FORM OF TENDER) to the Manager Transportation Engineering, Private Bag X2167, Mafikeng, **2735**

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

(b)The form must be completed in print with a black ink. Alternatively it may be typed.
Non-compliance with this will automatically disqualify the addition of fleet.

- 2.5 Claims for machineries will be effected on the basis of hourly rate **only** and in the case of truck tractor with low bed, only claimable kilometres travelled will be considered.
- 2.6 Orders will be placed direct by the User Departments (Transportation Engineering Unit). Therefore statements and invoices **MUST BE SUBMITTED** to the User Departments (Transportation Engineering Unit).
- 2.7 The USER DEPARTMENT (Transportation Engineering Unit) shall be entitled to cancel or amend orders, which are outstanding as a result of any act or omission of the contractor.

3. **Payments**

- 3.1 Transport tariffs must be given as a rate per kilometre and working tariffs as a Rate per hour.
- 3.2 Tendered tariffs shall be value-added tax (VAT) inclusive.
- 3.3 **Working tariff**-The tendered working tariff per Hour shall include all Maintenance, Ground Engaging Tools, lubricants, a fully trained operator and VAT (value added tax) where applicable.
 - 3.3 **Stalling time**)means such time when the equipment is unable to work owing to breakdown, the absence of an operator or for any other reason, which is the fault of the Contractor and **It will not be payable to the contractor.**
- 3.4 **Stalling time**- If a machine is unable to work for a period owing to the stalling time of another machine hired from the same successful bidder, that period shall be regarded as stalling time.
- 3.5 **Standing time**- When a machine is operational but the USER DEPARTMENT does not require it to work for a period of 30 minutes or longer, such period shall be regarded as standing time and **it will be paid for at a tariff of 50% of the tendered working tariff.**
- 3.6 **Inclement weather**-Should plant stand and idle (Not Working) owing to inclement weather this shall be regarded as non working days. The Municipality will also not work in conditions where more damage will be done to roads and borrow pits due to such conditions. If plant was working part of the day before inclement weather stop the operations, it will be paid according to the hours worked.
- 3.7 **Transport tariffs**-Delivery and removal of equipment to and from the site by the Contractor shall be paid for according to the Transport tariffs tendered in the tender

schedule or offer. Delivery or removal costs shall be calculated by multiplying the Transport tariff by the Transport distance described below in a single trip. Machines which are moved by a Flat Low Bed Truck Loader should adjust the distance to include the return trip (Double). The Transport distance is the shortest workable route measured along the road. The USER DEPARTMENT reserves the right to establish which route should be measured. Transport tariff includes VAT.

- 3.8 **Flat Low Bed Truck Loader- The** tendered tariffs for Flat Low Bed Truck Loader shall be per kilometre. No payment will be made for empty trips (dead kilometres), which result from the Transport of hired machines to or from a depot

- 3.9 **Travel from camp to site-**Travelling between camp and work site, if it is not on the same place, will be regarded as working time with a maximum total travelling time of **half an hour per day.**

Grader operators where maintenance is performed should stay close to their operations, moving often as operations require. The contractor will be responsible for their accommodation and they will not be staying in municipality camps. The contractor should also ensure that clear indications by way of road signs indicating their presence for both day and night time.

- 3.10 **Lodging-**The tendered tariffs must include all board and lodging of operators signed by Municipal official in charged. There will be no obligation to the USER DEPARTMENT to provide any board and lodging to the contractor

- 3.11 **Work rate-**The Contractor must ensure that the equipment and staff work to their maximum capacity during the Hours for which working tariffs are levied. Where teams are operating and some of the plant in the team is not working causing the team not to perform to their required output, the team will be stopped until it can give the expected output

- 3.12 **Water sprinklers-**Time spent in filling water sprinklers with water shall be regarded as working time.

4. PLANT-HIRED

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

- 4.2 The District Municipality shall use the hired plant, where necessary, **anywhere** within the area of its jurisdiction for any purpose deemed valid by the USER DEPARTMENT (Transportation Engineering Unit).

- 4.3 **Minimum Capacity-**Prospective bidders are requested to take great care in supplying CORRECT information in terms of the capacity + unit for each item of equipment offered in the form of tender.

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

- 4.4 **Wrong Information-**Bidders are WARNED to give the correct information. If a Bidder is found to give wrong information on the Tender Forms, the

Municipality will have the option to move the specific equipment to the Disqualified List. If an unfair advantage was obtained because of the wrong information, the Municipality will have the option to remove the total equipment of the bidder to the Disqualified List or withdraw the total equipment of that bidder for the duration of this bid as well as all other remedies available by law.

4.5 **Choice of the Plant-** Municipality undertakes to hire plant according to the highest points obtained (after calculation of points obtained) that can do the required task.

4.6 **Termination of hire-**Notice by the USER DEPARTMENT for the termination of the use of the equipment shall be given a minimum of one full working day in advance. *(This may be done by telephone or email.)*

4.7 **Subletting-**The hired equipment must always be at the work site and may not be withdrawn without the permission of the officer in charge.

4.8 **Capacity measured** -Water sprinklers shall be measured before they are hired. Length, breadth and height of the tank shall be submitted upon request. Upon delivery on the site water sprinkler will be measured again and the measurements will be verified by the Municipality. If the measurements do not correspond, the water sprinkler will be returned to the Contractor at the Contractor's cost

4.9 **Nozzles-**Water sprinklers must be fitted with a pump and at least three (3) nozzles. The use of a gravity spray bar or plough disc will not be acceptable

5. TRANSPORTATION OF EQUIPMENT

5.1.1 The contractor/ must bear all costs of transportation of machinery for the site establishment for the duration of the contract on as and when a need arise.

5.1.2 The site of the contractor shall be the place within the area of jurisdiction of the Ngaka Modiri Molema District Municipality where the tender is executed.

5.1.4 No claims shall be made for any conveyance outside the place of the Municipality.

5.1.5 The contractor shall, in the course of conveyance of such machinery, be liable for damages on the machinery in cases of neglect, omission or commission on its part, to the exclusion of the Municipality.

5.2 **Site Relocation Period-**The USER DEPARTMENT shall allow one workday for Transporting equipment to and from a depot. Payment for work done will only commence when the actual operation starts

5.3 **Unsatisfactory work-**If an operator, machine or total combination does not render satisfactory service, the Municipality shall have the right to end the hire without prior notice. The Transport costs for the removal of the equipment shall then have to be borne by the Contractor

5.4 **Fuel tanks-**The Contractor will supply fuel for its plant and if plant is standing without fuel it will be seen as out of order

5.5 **Lubricants-**The Contractor shall be responsible for oils and greases for his equipment. The Municipality will not supply any lubricants to contractors

5.6 **Age of equipment**-Within 48 Hours after being requested to do so, the Contractor must furnish proof of the original date of the commissioning or purchase of the equipment (not older than 2014 model). In a case where the Contractor is unable to furnish the above mentioned proof, or if the equipment is older than the age tendered, the Municipality shall have the right to end the hire and in such a case the Contractor shall have to bear the removal and delivery costs of the said equipment

5.7 **Breakdown**-The Contractor shall be responsible for all maintenance of his/her equipment. This includes damage to tyres and the replacement of ground engaging parts. In the case of a breakdown the Contractor must repair or replace the equipment within 48 Hours of being informed of the breakdown. If the Contractor neglects to repair or replace the equipment within 48 Hours the Municipality reserves the right, without prejudicing its rights, to end the contract (The Contractor will bear the removal Cost) or to proceed with it and, inter alia –

to replace the equipment with that of another contractor and to recover from the Contractor, all damages suffered by the Municipality as a result of the Contractor's neglect; and/or

to recover from the Contractor all payments from the amounts owing to this Contractor that have to be made to pay other contractors as a result of this Contractor's neglect / fault, and / or

to impose a fine equivalent to a working tariff of two Hours for every day that the equipment stands idle for longer than 48 Hours, measured retrospectively from the time when the Contractor was informed of the breakdown or problem. The fine shall be deducted from money payable to the Contractor

6. OPERATIONS

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

6.2 **Equipment without operators**: The following type of equipment shall be supplied without operators:
- concrete mixer, plate compactor, bomaq and concrete chain saw

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

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

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

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

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

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

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

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

6.7 The bidder shall, before submitting his/her bid, acquaint himself/herself fully with the area and the conditions under which the equipment, which will be hired, will be required to perform and with all matters and circumstances that could possibly influence his/her tender or have a bearing on the contract, and the tenderer shall accept full responsibility for the sufficiency and the correctness of his/her tender. No later claims submitted by the contractor resulting from his/her lack of knowledge of local conditions shall be considered

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

The Contractor's staff employed in services covered by the contract must be covered by insurance in terms of the provisions of the WORKMEN'S COMPENSATION ACT, No. 30 of 1941, as AMENDED, and the Contractor hereby indemnifies the Municipality against any claim or claims that may be brought against the Municipality as a result of the death or injuries of any of the Contractor's staff

8. Breach

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

8.1.2 claim specific performance of the terms of this Agreement as well as such damages which it may have suffered;

8.1.3 cancel this Agreement and claim and recover damages; or

8.1.4 keep this Agreement in force and recover such damages as it may have suffered as a result of such breach.

9 Law and Jurisdiction

9.1 This Agreement shall be considered as a contract made in South Africa and according to South African Law.

9.2 This Agreement shall be subject to the exclusive jurisdiction of the South African Courts to which both parties hereby submit.

9.3 This Agreement is binding on the Client and its successors and assignees and the Contractor and the Contractor's successors and authorized assignees.

10 Dispute Resolution

All disputes between the parties arising out of or relating to this Agreement shall be resolved as follows:

10.1 Negotiations shall be initiated by either party to the contract through a written notice to the other party wherein the contents of the breach shall be clearly stated and, within seven (7) days of the notice the other party must enter into negotiations with the aggrieved party.

10.2 Failure of the negotiations to yield satisfaction of either party, mediation may be entered into through a notice to the other party, the South African Association of Mediators shall be notified of the grievance and be requested to appoint a mediator to resolve the situation.

In the event that either party is not satisfied the mediation outcomes or the recommendations of the mediation are not implemented or are breached the South African Courts may be approached to litigate the matter.

ABBREVIATIONS WHICH MAY BE USED IN THE FORM OF TENDER

ITEM	=	Item number.
MAKE	=	Make of equipment.
MODEL	=	Model of equipment
YEAR MODEL	=	Earliest year of commissioning not more than 5 Years (2017 model) .
REG NUM	=	Registration number
UNIT	=	Unit of capacity eg kilolitre.
TARIFF	=	Hire tariff per kilometre.

ANNEXURE A

GENERAL CONDITIONS OF CONTRACT