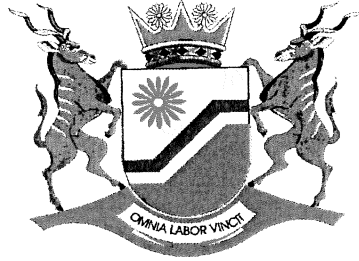


PROVINCIAL GOVERNMENT



MPUMALANGA

DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

PROJECT DOCUMENT

Non Refundable Fee: R100-00

Name of Bidder: _____

BID No. PWRT/1624/24/MP

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

BID CLOSING TIME: AS ADVERTISED

BID VALIDITY: 90 DAYS

SUBMISSION OF BIDS

Bids are hereby invited for **the hire of road construction equipment in Mpumalanga Province as and when required for a period of three years.**

Inquiries about the Bid may be addressed to:

Mr. G P Lourens,	Tel: (013) 766 8603	Cell: 082 449 6519
Mr. D J Erasmus	Tel: (013) 766 1890	Cell: 083 365 2785

BID DOCUMENTS

Bid documents and other related bid/tender information are available from Supply Chain Management Offices as indicated in the Bid Bulletin and also obtainable from the department's website <http://finance.mpu.gov.za>.

NON-REFUNDABLE LEVY

Prospective Bidders will have to purchase the Bid Document at **R100-00** per copy.

BIDDER'S MEETING

A **Compulsory** briefing session with the representative of the Department will take place as follows:

- **As per Tender Bulletin**

Failure to attend this briefing session and signing the attendance register will result in your bid being **disqualified**. Bidders must sign the attendance register and indicate which entity they represent.

NB: Service providers must be registered with Central Suppliers Database (CSD)

CLOSING TIME, DATE AND PLACE

Bids, completed as prescribed, shall be sealed in an envelope and clearly marked "**BID PWRT/1624/24/MP**" and deposited in the Bid boxes at the Offices of the Provincial Supply Chain Management indicated in the Bid Bulletin and also obtainable from the department's website <https://www.etenders.gov.za> to reach its destination not later than **AS ADVERTISED** when the Bids will be opened in public. No Bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. The attention of Bidders is specifically drawn to the special & specific conditions of contract and the project specifications issued with the Bid documents. The Provincial Supply Chain Management or the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT are not bound to accept the lowest or any Bid. The Mpumalanga Provincial Supply Chain Management has resolved not to read out Bid prices during Bid opening sessions.

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS AND
WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

BID CLOSING: AS ADVERTISED

CONTENTS

- 1. Returnable Schedules/Documents**
- 2. Forms to be completed**
- 3. Special Conditions**
- 4. Specific Conditions of Contract**
- 5. Type of Equipment Required**
- 6. District Map**
- 7. Notes in Regard of the Bid Form**
- 8. Bid Form**

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

RETURNABLE SCHEDULES / DOCUMENTS

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

CONTENTS

- 1. Evaluation Criteria**
- 2. Returnable Schedules / Documents**

THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.

1. EVALUATION CRITERIA

Points for Price and Specific Goals:

Table: Points for Price and Specific Goals

Price	80
Specific Goals	20

The evaluation of the received tender will be based on Specific Goals and Price. **80/20** evaluation criteria will apply.

1.1 PRICE (Financial offer)

Total = 80	P_s = Points scored for price of tender under consideration P_t = Price of tender under consideration P_{min} = Price of lowest acceptable tender	$P_s = 80 \left[1 - \frac{[P_t - P_{min}]}{P_{min}} \right]$
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1.2 SPECIFIC GOALS

A maximum of 20 points shall be awarded to a bidder(s) in respect of Specific goals as contemplated in the Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol 689 and effective from 16 January 2023. This bid will be evaluated as per the above mentioned regulations. Bidders are required to submit evidence by which Preference points can be claimed based on the Specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.

The total points allocated for Specific Goals is 20 as shown in the table below.

Description	Number of Points
Price	80
HDI	10
Women	5
Youth	3
People with Disability	2

The total tender evaluation points will be the points for financial offer plus the points for preference. (Specific Goals)

2. RETURNABLE SCHEDULES / DOCUMENTS

2.1 Compulsory Returnable Schedules (certified copies/originals of the following documents). The bidder may be automatically disqualified for failure to submit the below listed documents

- Compulsory Enterprise Questionnaire
- Certificate of Authority for Signatory.
- Record of Addenda to Tender Documents (where applicable).
- Fully completed Bill of Quantities (BOQ) / Pricing Schedule.
- Fully completed and signed Form of Offer.
- Fully completed original tender document.
- If the bidder is a joint venture /consortium/partnership, an original or originally certified copy of such an agreement and a resolution by each party to such joint venture/consortium / partnership authorizing its participation in the bid.
- Fully completed Standard Bidding documents (SBD1, SBD4, SBD6.1, SBD6.2, Annexure C).
 - SBD 1: INVITATION TO BID
 - SBD 4: BIDDER'S DISCLOSURE
 - SBD 6.1: PREFERENCE POINTS CLAIM FORM
 - SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION CONTENT
 - Annexure C
- Copy of valid Compensation for Occupational Injuries and Diseases (COIDA) registration certificate, e.g. Letter of Good Standing issued by Department of Labour related to construction, FEM or any other legal recognized authority.
- Copy of Registration for Incorporation or of Company Registration Document.
- Certified copies of Identity Documents of owners/ directors / partners / shareholders of the Business not older than 3 months as at the closing date of the bid.
- Proof of registration with National Treasury's Central Suppliers Database (CSD)
- Copy of **valid registration documents (RC1)** for all offers of equipment that are required to be registered under the Road Traffic Act.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

FORMS TO BE COMPLETED

CONTENTS

FORMS

1. SBD 1: INVITATION TO BID
2. SBD 4: BIDDER'S DISCLOSURE
3. SBD 6.1: PREFERENCE POINTS CLAIM FORM
4. SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION CONTENT
5. Annexure C

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID NUMBER:	PWRT/1624/24/MP	CLOSING DATE:	AS ADVERTISED	CLOSING TIME:	12H00
DESCRIPTION	THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.				

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

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, **PIET RETIEF**, No. 11 Measroch Street, Piet Retief Office
KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre **EVANDER**, 10 Cornell Road (previously occupied by
 Evander Home Affairs Offices), Evander, 2280, **BUSHBUCKRIDGE**, Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building)
MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and DrBeyersNaudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 22
MALELANE, 24 Air Street, Malelane, **ELUKWATINI**, Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number
 12 Extension A, Elukwatini.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr G P Lourens	CONTACT PERSON	Mr D J Erasmus
TELEPHONE NUMBER	013 766 8603 082 449 6519	TELEPHONE NUMBER	013 766 1890 083 365 2785
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	glourens@mpg.gov.za	E-MAIL ADDRESS	derasmus@mpg.gov.za

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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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 THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 BELOW.	

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. 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 SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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 interest¹ 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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who

¹ 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.

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 consortium² 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.

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.

- 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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

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**

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

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 either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		10		
Woman		5		
Youth		3		
People with Disability		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm _____

4.4. Company registration number: _____

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

 SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. _____

ISSUED BY: (Procurement Authority / Name of Institution): _____

NB

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

- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____
(full names),

do hereby declare, in my capacity as _____

of _____ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

CONTENTS

1. DEFINITIONS
2. FORMAL CONTRACT
3. QUANTITIES (CLAUSE 9)
4. TENDER LEVY
5. CLOSING OF TENDERS
6. TENDER PRICES
7. DISAGREEMENTS AND DISPUTES

SPECIAL CONDITIONS OF CONTRACT

The General Conditions of Contract apply to this contract.

If any conditions or requirements in the Special Conditions of Contract or Project Specification are in conflict with the General conditions of Contract, then the Special Conditions of contract and Project Specifications shall apply.

1. DEFINITIONS

“Department” means the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT of the Mpumalanga Provincial Government represented by the Head of the Department and/or such other person or persons duly authorized thereto by the head of the department.

The department address is: Department of Public Works, Roads and Transport
Private Bag X 11310
NELSON MANDELA 1200

“Contractor” mean the successful bidders responsible for the proper execution of his obligations according to this specification.

“Engineer” means the natural or juristic person or partnership named as the Engineer in the Special Conditions of Contract or any other engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the Contract in place of the Engineer so named.

“Weekday” means the days from Monday to Friday.

“Workday” means a weekday that is not a public holiday and which usually begins at 07:45 and ends at 16:15, including a break of 30 min. for lunch. Permission, however, has been granted that the working day may be increased by 30 minutes per day to accumulate sufficient time for the one day off per month, which is not a working day. The day off will normally occur on the 1st Friday after the 15th of the month.

“Standing time,” means such period of 30 minutes or longer when a machine is standing continuously.

“Down 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 responsibility of the Contractor.

“Depot” means the Contractor’s depot from where transport tariff is measured.

“Day tariff” means the tariff which is paid per workday irrespective of whether the machine is working or standing as a result of rain.

“Hour tariff” means the tariff which is paid per hour (see specific conditions, for examples.)

“Bucket capacity” means the bucket capacity of the equipment in accordance with CECE evaluation, 30 degrees heaped up, while for trucks the assessed capacity must be stated. The CECE specification document is obtainable from the SABS.

“Rebuilt condition,” means a machine/vehicle will only be considered as rebuilt/build up/reconstructed if it complies with the conditions of Regulation 21 of the Road Traffic Act 29 of 1989

“Code of plant” is a departmental code.

2. FORMAL CONTRACT

A contract comes into existence on the issue of a letter of acceptance from the Department.
The successful bidder will be required to fill in and sign a written Contract Form (SBD 7)

3. QUANTITIES

No quantities are specified.

Estimated quantities cannot be given and no guarantee can be given as to the quantities that will be ordered from contractors.

The actual quantities will be the quantities, which are specified, in the official written orders issued by the Department during the period of the contract.

4. **TENDER LEVY**

A non-refundable tender levy of **R 100-00** will be charged. (Not if electronically downloaded)

5. **CLOSING OF TENDERS**
AS ADVERTISED

6. **TENDER PRICES**

Contract price adjustment will be done as follows:

VARIATION OF PRICES

Except for the 12 monthly contract price adjustments and monthly fuel price fluctuations, the rates and prices tendered in the schedule of quantities shall be final and binding throughout the period of the contract.

The rates payable shall be escalated at the beginning of each period of 12 (twelve) months, measured from the start of the contract period, as determined in the letter of acceptance, and shall remain firm and fixed for the duration of that period.

The 12 monthly contract price adjustments will be applicable to the Hire rate, the Transport rate and the Flat Rate.

Monthly fuel price fluctuations will be done in terms of clause 7 in the Specific Conditions of Contract.

CONTRACT PRICE ADJUSTMENT

The rates payable shall be increased or decreased by the amount obtained by multiplying the tendered rates by the rate adjustment factor (RAF) determined according to the formula:

RAF :

$$RAF = (1-x) \left[\frac{aLt}{Lo} + \frac{bCt}{Co} - 1 \right]$$

In which the symbols have the following meanings:

“x” is the proportion of “RAF” not subject to adjustment. This proportion shall be 0,15 for this contract.

“a and b” are the co-efficient determined by the Department and specified hereunder, which are deemed, irrespective of the actual constituent of the work, to represent the proportionate value of Labour and Civil Engineering Plant respectively. The arithmetical sum of a and b shall be unity.

a = 0,4 b = 0,6

“L” is the labour index and shall be the “Consumer Price Index - All Items” for the urban area Nelspruit/Witbank and as published in the Statistical News Release (PO 141.1, Table 4.1) of the Central Statistical Service..

“C” is the production price index for selected material: “Civil engineering plant” as published in the Statistical News Release PO 142.1, (Table 16) of the Central Statistical Service of South Africa.

The suffix “o” denotes the basic index applicable to the base month, which shall be month prior to the month in which the closing date for tenders fall.

The suffix “t” denotes the indices applicable to the month, which is the same calendar month as the base month, prior to the twelve-month period for which the adjusted will be applicable.

If the award of the contract is delayed beyond the 90-day validity period the rates for the first year will be adjusted using the latest available indices as “t”. This calendar month will then be used as the month to determine the applicable indices for the following adjustments.

7. **DISAGREEMENTS AND DISPUTES**

7.1. SETTLEMENT OF DISAGREEMENTS

7.1.1. Contractor's Request for a Ruling

The Contractor shall have the right by written notice to the District/Construction Engineer to require him to consider any disagreement which he raises with the District/Construction Engineer provided that the said written notice shall be given within seven days after the cause of disagreement has arisen.

7.1.2. The District/Construction Engineer's Ruling

The District/Construction Engineer shall give a ruling on the disagreement in writing to the Contractor, referring specifically to this Clause, which ruling he may give at any time after his receipt of the written notice referred to in Sub-Clause 7.1.1, but he shall do so by not later than 14 days after his receipt of a written request from the Contractor requiring him to do so, failing which he shall be deemed to have given a ruling dismissing all the Contractor's contentions.

7.2. SETTLEMENT OF DISPUTES

7.2.1. Disputes

- a) The Contractor shall have the right to dispute any ruling given or deemed to have been given by the District/Construction Engineer. Provided that, unless the Contractor shall, within 28 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a "Dispute Notice") to the District/Construction Engineer, referring to this Clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.
- b) All further references herein to a ruling shall relate to the ruling, or part thereof, specified in the dispute Notice, as varied or added to by agreement between the Contractor and the District/Construction Engineer or by the District/Construction Engineer's decision in terms of paragraph (c) or by the Mediator's opinion to the extent that it has become binding in terms of Sub-Clause 7.2.2.
- c) The District/Construction Engineer:
 - i) shall, before giving his decision on the dispute, give the Contractor a reasonable opportunity to present written or oral submissions thereon;
 - ii) shall deliver his decision in writing to the Contractor.
 - iii) may give his decision at any time after his receipt of the Dispute Notice but shall do so by not later than 28 days after his receipt of a further written notice from the Contractor requiring him to do so, failing which, he shall be deemed to have given a decision affirming, without amendment, the ruling concerned.
- d) Unless the Contractor shall, within Twenty-eight days after his receipt of notice of the decision in terms of paragraph (c) (ii) or after the decision is deemed to have been given in terms of paragraph (c) (iii), have given notice in writing to the District/Construction Engineer, disputing the District/Construction Engineer's decision or a specific part thereof, he shall have no further right to dispute any part of the ruling not specified in his said notice.
- e) If the Contractor or the Department herein after referred to as "the parties" shall have given notice in compliance with paragraph (d), the dispute shall be referred immediately to mediation in terms of Sub-Clause 7.2.2. unless either of the parties has, within 28 days of receipt of such notice in compliance with paragraph (d), given written notice to the other party, that mediation is not desired, and that it intends that the matter in dispute should be taken directly to court. In the event of such notice being given by one of the parties, the right of the other party to take the matter in dispute to mediation shall lapse.
- f) Notwithstanding that the Contractor may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise agreed by both parties in terms of Sub-Clause 7.2.2. (f) or as determined in an arbitration award.

7.2.2. Mediation

- a) The mediation shall be conducted by a mediator selected by agreement between the parties or, failing such agreement within 7 days after a written request by either party for such agreement, nominated on the application of either party by the President for the time being of the South African Institution of Civil Engineers.

- b) Neither party shall be entitled to be represented at any hearing before or at any meeting or in any discussion with the Mediator except by:
 - i) the party himself, if a natural person
 - ii) a partner in the case of a partnership
 - iii) an executive director in the case of a company
 - iv) a member in the case of a close corporation
 - v) the District/Construction Engineer
 - vi) a bona fide employee of the party concerned
 - vii) a professional engineer appointed for the purpose by the party concerned.

Such limitation shall not be constituted as preventing any person from giving evidence as a witness.

- c) The Mediator shall, as he deems fit, follow formal or informal procedure and receive evidence or submission orally or in writing, sworn or unsworn, at joint meetings with the parties or separately or from any person whom he considers can assist in the formulation of his opinion:

Provided that:

- i) each party shall be given reasonable opportunities of presenting evidence or submissions and of responding to evidence or submissions of the other party, and
 - ii) each party shall be given full details or submissions received by the Mediator from the other party or any other person otherwise than at a meeting where both parties are present or represented.
- d) The Mediator shall have the power to propose to the parties compromise settlements of or agreements in disposal of the whole or portion of the dispute.
 - e) The Mediator shall, as soon as reasonably practical, give to each of the parties his written opinion on the dispute, setting out the facts and the provisions of the Contract on which the opinion is based and recording the details of any agreement reached between the parties during the mediation.
 - f) The Mediator's opinion shall become binding on the parties only to the extent correctly recorded as being agreed by the parties in the Mediator's written opinion or otherwise as recorded in writing by both parties subsequent to the receipt of the Mediator's opinion.
 - g) Save for reference to any portion of the Mediator's opinion which has become binding in terms of paragraph (f), no reference shall be made by or on behalf of either party, in any proceedings subsequent to mediation, to the Mediator's opinion, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the mediation.
 - h) Irrespective of the nature of the Mediator's opinion:
 - i) each party shall bear its own costs arising from the mediation, and
 - ii) the parties shall in equal shares pay the Mediator the amount of his expenses and the amount of his fee based on a scale of fees as agreed between the Mediator and the parties before the commencement of the mediation.
 - i) The dispute on any matter still unresolved after the application of the provisions of paragraph (f) shall be resolved by reference to court.

7.2.3. Common Provisions

- a) Nothing herein contained shall deprive the Contractor of the right to institute immediate Court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date or to refund any amount of retention money on its due date for refund.
- b) No ruling or decision given by the District/Construction Engineer in accordance with the provisions of the Contract shall disqualify him from being called as a witness and giving evidence before the Arbitrator or the Court on any matter whatsoever relevant to the dispute concerned.
- c) The Arbitrator shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the District/Construction Engineer relevant to the matter in dispute and neither party shall be limited in such proceedings before such Arbitrator to the evidence or arguments put before the District/Construction Engineer for the purpose of obtaining his decision as referred to in Sub-Clause 7.1.1.

- d) The following provisions shall apply in respect of the appointment of a Mediator or Arbitrator in terms of this Clause:
 - i) if, for any reason, the person appointed fails to assume or to continue in the office concerned, the provisions of this Clause shall apply mutatis mutandis in the appointment of a successor, and
 - ii) in making his nomination in terms of Sub-Clause 7.2.2. (a) the President for the time being of the South African Institution of Civil Engineers shall, at his own discretion, act in consultation with the Presidents for the time being of the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors, and
 - iii) if the President required to make a nomination in terms of this Clause shall have a direct or indirect interest in the subject matter of the dispute, the nomination shall be made by the next senior officer of the body concerned who has no such interest.

7.2.4. Continuing Validity of Clause 7.1

This Clause is a separate, divisible agreement from the rest of the Contract and shall remain valid and applicable notwithstanding that the Works may have been completed or that the rest of the Contract may be void or avoidable or may have been cancelled for any reason.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

SPECIFIC CONDITIONS OF CONTRACT

SPECIFIC CONDITIONS OF CONTRACT

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SPECIFIC CONDITIONS OF CONTRACT

1. GENERAL

This bid covers the hire of road construction equipment in the province of Mpumalanga. The Department of Roads and Transport of the Mpumalanga Provincial Government will ask for equipment from time to time, as and when required, from any of the successful Bidders in a specific region, failing which the Department will be obliged to secure the same from the successful contractors of the three remaining regions.

There shall be no guarantee that all or any equipment for which the bid has been accepted will be hired from the successful bidder.

The Department shall have the right to hire plant outside of the contract.

2. BID TARIFFS

Bid tariffs shall be adjusted annually in terms of the clause "Contract Price Adjustment" in the bid document. The contract price adjustments are applicable to the "Hire Rate", the "Transport Rate" and the "Flat Rate".

Hour rate machines:

The contractor shall supply his own fuel. 75% of the "Hire rate" will be subject to annual contract price adjustments

25 % of the "Hire Rate" will be subject to monthly fuel price adjustments.

Equipment without operators (Day tariff machines):

The Department will supply fuel.

100% of the "Hire Rate" will be subject to annual contract price adjustments.

3. VALUE ADDED TAX

All tariffs and prices shall **EXCLUDE** value-added tax (VAT).

Only bidders registered for VAT and with proof of a **VAT103 certificate** will be allowed to claim VAT on their invoices.

4. WORKING TARIFF

The bid working tariff per hour or per day shall include all maintenance, lubricants, ground engagement tools, security, fuel and a competent operator where applicable.

5. HOUR TARIFF MACHINES

5.1. STANDING TIME

When machine is operational but the Department does not require it to work for a period of 30 min or longer, such period shall be regarded as standing time and it will be paid for at a tariff of 50 % of the bid working tariff.

Standing time for a workday shall be calculated as follows:

Standing time = 8 hours minus downtime minus hours worked

5.2. "DOWNTIME"

"Down 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 responsibility of the Contractor.

5.3. PAYMENT

Payment per day as follows:

(Bid tariff x hours worked) + (50% of bid tariff x standing time.)

5.4. INCLEMENT WEATHER

Should equipment stand idle owing to inclement weather this shall also be regarded as standing time, and it shall be paid for at a tariff of 50 % of the working tariff.

5.5. STANDING TIME REGARDED AS DOWN TIME

If a machine is unable to work for a period owing to the downtime of another machine hired from the same successful contractor, that period shall be regarded as downtime.

5.6. OVERTIME

Work exceeding 8 hours per day and work during weekends and public holidays shall be paid for at the bid working tariffs.

6. DAY TARIFF MACHINES

6.1 PAYMENT

Payment per day as follows:

a) **No downtime**

Day tariff will be paid.

b) **Downtime involved**

Deduct downtime costs from day tariff as follows:

Deduct amount = day tariff divided by 8 and multiplied with down time duration.

Note: A day for the purposes of this bid is seen as 8 hours.

6.2 OVERTIME

Work exceeding the official workday period will be paid for at (the bid day tariff) divided by 8 for every overtime hour worked.

7. FUEL

The contractor shall supply his own fuel except for equipment without operators where the Department will supply the fuel. The contractor shall be paid the bid tariff "Hire Rate" per hour worked. The "Hire Rate" is inclusive off the fuel price. In the case of fuel price variations 25% of the "Hire Rate" shall be adjusted, up or down as the case may be, by the same percentage as the percentage change in the price of diesel at the Reef and as published by the South African Petroleum Industry Association on www.sapia.org.za. The fuel base price will be the price of fuel published one month prior to the closing date of bids.

8. INTAKE OF FUEL

The time spent in filling up the equipment with fuel shall be regarded as downtime. For equipment without operators where the Department supplies the fuel, the period of fuel intake shall be regarding as working time.

9. VIBRATION RECORDS

The Department shall have the right to connect a vibration-registering meter to hired equipment at the Departments expense. The meter readings may be used to determine the hours worked.

10. MINIMUM PERIOD OF HIRE

Equipment shall not be hired for a period of less than five (5) consecutive workdays without the prior approval of the Contractor, except for forklifts and mechanical horses with trailers that may be hired for single trips.

11. TERMINATION OF HIRE

Notice by the Department for the termination of the use of the equipment shall be given a minimum of five (5) full workdays in advance. The five days will start from the time the department issues a note of termination of hire to the operator. The note of termination will also be faxed (where possible) and posted to the contractor.

12. SUBLETTING

The hired equipment **must always** be at the work site and may not be withdrawn without the permission of the officer in charge. **No subletting** after work hours or over weekends shall therefore be permitted while the equipment is under hire.

13. TRANSPORT

13.1. TRANSPORT PROVIDED BY THE DEPARTMENT

The Department reserves the right to provide its own transport for conveying the hired equipment at the Contractor's risk. The contractor must therefore bear his own risk regarding damage resulting from the loading, off-loading and transportation of the equipment by the Department or another contractor. The Department shall therefore not be liable for any claims in this regard, unless negligence on the part of the Department or any of its officials or employees can be proven.

13.2 TRANSPORT TIME

The Department shall have one workday for transporting equipment, without paying standing time

13.3 TRANSPORT TARIFFS

Delivery and removal of equipment to and from the site by the Contractor shall be paid for according to the transport tariffs in the bid form. Delivery or removal costs shall be calculated by multiplying the transport tariff ("Transport Rate") by the transport distance, less 50 km which is added to the fixed tariff ("Flat Rate") of 0-50 km. The transport distance is the shortest workable route measured along the road. The Department reserves the right to establish which route should be measured.

14. OPERATOR

The working tariff must include the provision of a competent operator for the equipment, where applicable.

The Department will inform the Contractor if his operator is found to be incompetent. The Contractor will then have to replace the operator with a competent operator within 48 hours. On failing to conform to the above the contractor will be penalized as per clause 23 below.

If an operator is not available and the equipment is urgently needed causing delays to the Department's work, the contractor will be penalized as per clause 23 below due to the items of equipment not being operational.

15. LODGING

The bid tariffs include all board and lodging of operators.

16. INJURY TO STAFF

The compensation for occupational injuries and deceases Act, 1993 is applicable to staff employed by the contractor and the Contractor hereby indemnifies the Department against any claim or claims that may be brought against the Department as a result of the death or injury of any of the Contractor's staff.

17. TRANSPORT OF OPERATOR(S)

The State Liability Act of 1957 will find application in the event of the transport of an employee of the contractor.

18. ACTS & REGULATIONS

The Contractor must at all times comply with all relevant legislation.

19. FUEL TANKS

The equipment must be delivered at the site with a full fuel tank.

20. LUBRICANTS

The contractor will at all times use its own oils and greases.

21. MEASUREMENT AND PAYMENT

21.1 MEASUREMENT

The Departments official responsible for the work, for which equipment has been hired, will certify the hours that the equipment has worked.

21.2 PAYMENT

Payment shall take place within 30 days of receipt of the Contractor's invoice.

22. WORK RATE

22.1 MAXIMUM 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. If the operator or machine does not conform to the work rate standard of the Department, the Department shall have the right to end the hire, within 48 hrs. from the time of giving the operator written notice, which will be confirmed by facsimile (where possible), and be posted to the contractor. The transport costs for the removal of the equipment shall then have to be borne by the Contractor.

22.2 UNSATISFACTORY WORK

If an operator or a machine does not render satisfactory service, which conforms to the quality standards of the Department, the Department shall have the right to end the hire, within 48 hrs. from the time of giving the operator written notice, which will be confirmed by facsimile (where possible), and be posted to the contractor. The transport costs for the removal of the equipment shall then have to be borne by the Contractor.

23. BREAKDOWN

The Contractor shall be responsible for all maintenance of his equipment. This includes damage to tyres and the replacement of ground engaging tools. 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 Department reserves the right, without prejudicing its rights, to end the specific order 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 Department as a result of the Contractor's neglect, and/or

to recover from the Contractor all payments that have to be made to other Contractors as a result of the Contractor's neglect, and to deduct this from the amounts owing to the Contractor, or to impose a fine equivalent to double the working tariff for up to six hours for every day that the equipment is down 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.

The item of equipment that has been put off hire due to mechanical faults will not be reconsidered for further orders, unless the contractor submits documentary proof of the repair to the equipment, which is satisfactory to the Department.

The transport costs for the removal of the equipment shall then have to be borne by the Contractor.

24. EQUIPMENT WITHOUT OPERATORS

The following types of equipment shall be supplied without operators:

Mechanical brooms
Compressors
Lighting plants
Mixing plough harrows
Concrete mixers
Water pumps
Walk-behind vibrating rollers
Grid rollers
Diesel bowser trailers

The Contractor will not be required to supply fuel for the above mentioned equipment as the Department will supply fuel to this equipment. The Department undertakes to supply oils and greases for this equipment.

25. WATER TANKERS

25.1. FILLING WATER TANKERS

Time spent in filling water tankers with water shall be regarded as working time.

25.2 VOLUME MEASURED

Water tankers shall be measured before they are hired. Length, width and height of the tank shall be submitted upon request. If the measurements do not correspond, the water tanker will be returned to the Contractor at the Contractor's cost.

25.3 NOZZLES

Water tankers must be fitted with three (3) nozzles or a spray bar. The use of a plough disc will not be acceptable.

25.4 FILLING

Water tankers must be fitted with a pump, able to fill the tank at a rate of 1200 lt./min. If they are not, they will be returned at the Contractor's cost.

25.5 DELIVERY

The delivery water pump on a water tanker shall have a minimum capacity of 600 lt/min. at a head of 10 m.

25.6 FUEL FOR PUMP ENGINE

Where the PTO does not drive the water pump, the contractor shall supply fuel for such a pump.

26. ACCOUNTABILITY

The Contractor must at all times accept responsibility for any losses or damage caused to his equipment.

27. INSTRUCTIONS TO OPERATORS

The officer acting on behalf of the Department will be responsible to supervise the work carried out by the hired equipment. 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. The operator shall exercise control over his machine under all circumstances.

28. HIRING OF EQUIPMENT

Equipment will be hired on a rotational basis from the list of approved contractors.

29. AVAILABILITY OF EQUIPMENT

The Contractor undertakes to make available at any time during the contract period the number of items of equipment as listed in the form of bid. If the Contractor is unable to deliver the equipment, within 48 hours after being requested to do so, the Department shall have the right to hire the equipment elsewhere once a facsimile has been sent notifying the contractor of the Departments intentions.

Once a contractor has accepted by facsimile an order from the Department to hire equipment, the contractor will be liable for the cost of any other item of equipment that stands idle after 48 hours from accepting the order, if the contractor fails to deliver the equipment as ordered.

An order to hire equipment will be given by facsimile. Where a contractor cannot provide an item of equipment which the Department requires to hire, that item of plant will not be reconsidered until the contractor notifies the Department in writing that the item of plant is once again available for hire.

30. WRONG DELIVERY

The contractor shall deliver equipment within normal working hours after appropriate arrangements have been made with the Department for delivery, thereby allowing the responsible person from the Department to sign a delivery note for the equipment.

If the Contractor delivers a machine other than the one requested, the hire may summarily be ended even if the difference lies only in the model series, and the Department shall not pay for the transport of such machine to and from the site.

Machines must therefore be supplied exactly as per the bid form unless explicitly agreed otherwise. (Fax or letter required)

To ensure that the correct machine is supplied the Department will require that the equipment's registration number be submitted prior to delivery to site.

31. MECHANICAL HORSES + LOWBED TRAILERS AND FLATBED TRUCKS

The Bid Form makes provision for these items to either be hired per hour or per kilometer. The Department reserves the right to hire this equipment on either of these tariffs.

Delivery and removal of equipment to and from the site by the Contractor shall be paid for according to the Transport tariff and Flat rate in the bid form.

31.1 HIRE PER HOUR

The Hire rate and Fuel rate will be paid per hours worked. This will include loading and off-loading times. The rates will be paid to the contractor for hours worked irrespective of whether the truck is loaded or empty. Rates must include all escorts, abnormal load permits and toll fees.

Standing time can be paid when the items are hired per hour.

31.2 HIRE PER KM

The Hire rate and Fuel rate will be paid per kilometers traveled. The rates will be paid to the contractor per kilometer traveled irrespective of whether the truck is loaded or empty. Provision must be made in the kilometer tariff as no payment will be made during loading and off-loading periods. Rates must include all escorts, abnormal load permits and toll fees.

Standing time **cannot** be paid when the items are hired per kilometer.

32. SAFETY EQUIPMENT

All equipment supplied by the Contractor must be fitted with an amber strobe or rotating light and a reverse hooter.

33. MACHINE CONDITION

All machines must be in a good serviceable condition. The Department shall have the right to inspect machines on delivery or at any time during the period of hire.

If on delivery it is found that the machine is unserviceable or in a poor condition or does not comply with applicable legislation, the hire may summarily be ended and the Department shall not pay for the transport of such machine to and from the site.

If the machine is found to be unserviceable or in a poor condition any time during the hire, the Contractor must repair or replace the equipment within 48 hours of being informed of such condition.

If the Contractor neglects to repair or replace the equipment within 48 hours the Department reserves the right, without prejudicing its rights, to end the specific order 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 Department as a result of the Contractor's neglect, and/or

to recover from the Contractor all payments that have to be made to other Contractors as a result of the Contractor's neglect, and to deduct this from the amounts owing to the Contractor, or to impose a fine equivalent to double the working tariff for up to six hours for every day that the equipment is down for longer than 48 hours, measured retrospectively from the time when the Contractor was informed of the condition of the machine. The fine shall be deducted from money payable to the Contractor.

The item of equipment that has been put off hire due to poor or unserviceable condition will not be reconsidered for further orders, unless the contractor submits documentary proof of the repair to the equipment, which is satisfactory to the Department.

The transport costs for the removal of the equipment shall then have to be borne by the Contractor.

34. ASSISTANCE TO CONTRACTOR

The Department **will under no circumstances** whatsoever give assistance to the Contractor to:

- (a) **remove** his machine from the working site to a safe area where repair work will be done
- (b) **repair** his machine
- (c) **supply** lifting gear or specialized tools required.

35. CONTACT PERSON

The contractor will supply to the Department the Name, Telephone and Cell phone number of the Contractor's contact person. All discussions and enquiries will be directed to this contact person.

36. MOTOR GRADER MOULDBOARD BLADES

The contractor shall supply and install a **set of new blades** to the mouldboard before the motor grader is delivered to the site.

The contractor shall, when instructed by the Department, replace the blades, when the blades deviate by more than 15 mm on a straight edge over the full length of the blade.

37. STAY AWAY AND STRIKES

No payment will be made for general Stay Away and Strikes unless the Stay Away or Strike is confined to the Department's staff, in which case the contractor will be paid standing time.

38. DISTRICTS

38.1 The Bidders must clearly indicate in the spaces provided on Bid Form, in which of the four Districts in Mpumalanga their equipment will be available. This is done by inserting the depot (town) for each of the Districts in which the equipment is available. The transport costs will be calculated from these depots (towns).

38.2 Bidders will be awarded per District unless no Bidders qualifies in that district.

39. OPERATOR OF THE DEPARTMENT

No operator from the department shall be allowed to operate any equipment hired with an operator. It is the responsibility of the contractor's operator to enforce the above mentioned. The department will not be held responsible for any losses or damage to the contractor's equipment incurred while operated by a Departmental operator.

40. SECURITY

The bid tariffs shall include all security to the Contractor's equipment.

The District / Construction Engineer shall have a choice to allow the Contractor to park his equipment within the Department's security area or not.

The Contractor must at all times accept responsibility for any losses or damage whatsoever to equipment.

41. RECESS

The Department shall have the choice to go into recess during December and January.

If the Regional / Construction Engineer choose to go into recess no payments will be made for the above mentioned period.

If the Regional / Construction Engineer however choose to continue working during this period, the normal bid tariffs will be paid.

42. HOURLY METER

All equipment supplied by the contractor **must be fitted with an hour meter** of either the vibration type or the type that is connected to the alternator of the machine. The Department shall have the right to use the meter readings to determine the hours worked.

43. OHS ACT

All contractor's equipment and personnel must comply with the Occupational Health and Safety Act (Act 85 of 1993).

44. NON UTILIZATION OF EQUIPMENT

When machine is operational but stands idle due to a deficiency on the part of the Department for a period of 30 min or longer, such a period shall be regarded as standing time and it will be paid for at a tariff of 50% of the bid working tariff.

45. INDEMNITY

The Contractor hereby indemnify and hold the Department harmless against any loss or damage including death or injury of personnel, from any cause arising, due to the conduct or negligence of the Contractor and furthermore indemnifies and keep indemnified the Department against all loss, damage, costs and expenses which the Department may incur arising out of claims due to the negligence of the Contractor.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/1624/24/MP

FOR

THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.

TYPE OF EQUIPMENT REQUIRED

TYPE OF EQUIPMENT REQUIRED

ITEM NO.	CODE	DESCRIPTION	MINIMUM CAPACITY	MINIMUM MASS	MINIMUM FLYWHEEL POWER	HIRE BASIS DAY/HOUR/KM
1	03.2	Mechanical broom without engine	2m			Day
2	10.2	Compressor 3 Drills	10m ³ /min.			Day
3	20.4	Tar Sprayer	10 k lt.			Hour
4	23.3	Lighting plant	9 kVA			Day
5	25.2	Grader (maintenance)		13 tons		Hour
6	25.3	Grader (construction)		16 tons		Hour
7	30.1	Harrow (hydraulically operated)		4 tons		Day
8	34.3	Wheel loader	1,8m ³ *	12 tons	100 kw	Hour
9	34.4	Wheel loader	2.7m ³ *	16 tons	125 kw	Hour
10	35.1	Tractor loader & backhoe	0,9/0,25m ³ *		4 x 2	Hour
11	35.2	Tractor loader & backhoe	0,9/0,25m ³ *		4 x 4	Hour
12	42.1	Concrete mixer	100 lt.			Day
13	42.2	Concrete mixer	200 lt.			Day
14	45.3	Grass cutter (Rotating Blade) + 50 kW tractor	1 500 mm			Hour
15	45.9	Baling machine + 50 kW tractor	min. 50 kg bales			Hour
16	53.3	Water pump (100 mm)	1 500 lt./min. @10m head			Day
17	61.9	Roller/Vibrating double smooth drum/pedestrian		750 kg		Day
18	62.3	Roller/Vibrating single smooth drum/double pneumatic tyre/self propelled/light		12 tons		Hour
19	62.4	Roller/Vibrating single smooth drum/double pneumatic tyre/self propelled/heavy		16 tons		Hour
			* = CECE			

ITEM NO.	CODE	DESCRIPTION	MINIMUM CAPACITY	MINIMUM MASS	MINIMUM FLYWHEEL POWER	HIRE BASIS DAY/HOUR/KM
20	64.3	Roller/Vibrating single pad food drum/double pneumatic tyre/self-propelled/light		12 tons		Hour
21	64.4	Roller/Vibrating single pad food drum/double pneumatic tyre/self-propelled/heavy		16 tons		Hour
22	66.1	Roller/static single pad/drawn		14 tons		Day
23	68.5	Roller/multi-pneumatic tyre/self propelled/light		22 tons		Hour
24	68.6	Roller/multi-pneumatic tyre/self propelled/heavy		27 tons		Hour
25	73.3	Wheel excavator	0,5 m ³ *	15 tons		Hour
26	73.4	Wheel excavator	0,75m ³ *	20 tons		Hour
27	73.5	Track excavator	0,75m ³ *	20 tons		Hour
28	73.6	Track excavator	1,2m ³ *	30 tons		Hour
29	73.7	Track excavator	1,8m ³ *	40 tons		Hour
30	75.2	Water tanker (4 x 2) (maximum legal load -Road Traffic Act)	6 kl			Hour
31	75.3	Water tanker (6 x 2) (maximum legal load -Road Traffic Act)	11 kl			Hour
32	77.4	Rock dumper (RDT or ADT)	8 m ³			Hour
33	78.4	Crane truck. (flatbed)	9 tons. m			Hour
34	81.1	Dozer			150 kW/t	Hour
35	81.2	Dozer			240 kW/t	Hour
36	81.3	Dozer			350 kW/t	Hour
37	82.1	Tractor			30/40 kW	Hour
38	82.2	Tractor			60 kW	Hour
39	82.3	Industrial wheel tractor/light (With hydraulic con.)			150 kW	Hour
			* = CECE			

ITEM NO.	CODE	DESCRIPTION	MINIMUM CAPACITY	MINIMUM MASS	MINIMUM FLYWHEEL POWER	HIRE BASIS DAY/HOUR/KM
40	82.4	Industrial wheel tractor/heavy (With hydraulic con.)			180 kW	Hour
41	82.7	Tractor + Roller/static single grid/drawn		14 tons	180 kW	Hour
42	82.8	Tractor + Roller/Vibrating single smooth drum/drawn/heavy		15 tons	180 kW	Hour
43	83.6	Mechanical horse + Low bed	40 t pay load		225 kW	Hour
44	83.6	Mechanical horse + Low bed	40 t pay load		225 kW	Km
45	86.2	Diesel bowser trailer	5 000 lt.			Day
46	88.2	Flatbed truck		6 tons		Hour
47	88.2	Flatbed truck		6 tons		Km
48	88.8	Diesel bowser truck	6000 lt.			Hour
49	95.2	Forklift	3 tons			Hour

ABBREVIATIONS FOR MAKES AND MODELS OF EQUIPMENT

AA	AUTOMOTIVE	GRD	GRADER	NSN	NISSIAN
ABF	AVELING BARFORD	GRV	GROVE	O&K	ORENSTEIN &
ABG	ABG	GUY	GUY	OLI	OLIVER
ABT	ALBARET	HAR	HARROW	OSH	OSHKOSH
ACH	ALLIS CHALMERS	HEN	HENRED	PEL	PELJOB
AGR	AGRICO	HIM	HUTCHMASTER	PGR	POWER GRID
AMK	AMKADOR	HIT	HITACHI	P&H	P&H
AMN	AIRMAN	HIW	HIWAY	PCL	POCLAIN
AMC	AMCO	HNM	HANOMAG	PRN	PERKINS
AND	ANDERSON	HNO	HINO	RAY	RAY-CO
APP	AIRPUMPS	HOB	HOBART	REL	RELCO
ATE	ATEK	HOM	HOMBER	REX	REX
ATK	ATIKA	HST	HYSTER	ROB	ROBIN
ATL	ATLAS COPCO	HYD	HYUNDAI	ROM	ROME
AUT	AUTOGRADE	IHC	INTERNATIONAL	RPC	ROLLERPACT
AWN	AUSTINWESTERN	IRD	INGERSOLL RAN	SAM	SAMUNGA
BEL	BELL	ISC	ISUZU	SBT	STEIGER
BEN	BENATI	JCB	JCB	SCH	SCHEID
BFD	BEDFORD	JDR	JOHN DEERE	SMS	SAMAG
BMG	BOMAG	JHN	JOHNSON	SKS	SIMESA
BOB	BOBCAT	JJJ	TRIPLE J	SUM	SUMITOMO
BRA	BRAY	JOS	JONES	TAD	TADANO
BRS	BROS	JSW	JAPANESE STEEL	TCN	TECON
CAM	CAMECO	KAT	KATO	TEP	TE
CAT	CATERPILLAR	KAW	KAWASAKI	TMC	TMC
CEN	CENTRE	KRP	KRUPP	TRX	TEREX
CLS	COLES	KTS	KOMATSU	TTA	TOYOTA
CPN	CONSOL PNEUM	KUB	KUBOTA	ULT	ULTREX
CSE	CASE	LCS	LESCHA	UNC	UNIC
DEM	DEMAG	LHR	LIEBHERR	VAR	VARIOUS
DFS	DELFOF	LLD	LEYLAND	VCN	VULCAN
DJB	DJB	MAC	MACHANICAL	VLV	VOLVO
DPC	DYNAPAC	MAN	MANN	VMX	VIBROMAX
DRS	DRESSER	MCH	MICHIGAN	VRM	VERMEER
DSN	DATSUN	MCN	MACNAY	WBC	WABCO
DTF	DUET TWO FAHR	MGD	MAGIRUS DEUTZ	WRB	WEBBER
ENT	ENTYRE	MON	MONTIBIRD	WCK	WALKER
EUC	EUCLID	MPG	METTER PINGON	WLD	WALDON
FRD	FORD	MRC	MERCEDES	WNG	WINGET
FRG	FERGUSON	MSB	MITSUBISHI	WRT	WRIGHT
FIA	FIAT/FLAT ALLIS	MSF	MASSEY FERGUSUN	YAN	YANMAR
FUR	FURAKAWA	MZD	MAZDA	YUM	YUMBO
GAL	GALLION	NAT	NATYRE	BLW	BARLOWORLD
CHP	CHAMPION	DAE	DAEWOO	HON	HONDA
LST	LISTER	SAV	SAVANNAH	SKZ	SUZUKI
TMR	TURNER MORRIS				

ABBREVIATIONS FOR CITIES/TOWNS

ALB	ALBERTON	HHS	HALFWAYHOUSE	RDP	ROODEPOORT
AMR	AMERSFOORT	JHB	JOHANNESBURG	RND	RANDFONTEIN
BEN	BENONI	KLK	KLERKSDORP	RTB	RUSTENBURG
BFN	BLOEMFONTEIN	KRG	KRUGERSDORP	SAN	SANDTON
BLF	BELFAST	KTP	KEMPTONPARK	SBI	SABIE
BOK	BOKSBURG	LCH	LIGHTENBURG	SDT	SANDTON
BRK	BRAKPAN	LTT	LOUIS TRICHARDT	SPR	SPRINGS
BRN	BRONKHORSTSPRUIT	LYD	LYDENBURG	SRK	SCHWEIZER RENEKE
BRT	BRITS	MDB	MIDDELBURG	STN	STANDERTON
BTH	BETHAL	MGZ	MORGENZON	SWT	SWARTRUGGENS
CAR	CAROLINA	MRD	MIDRAND	TBZ	THABAZIMBI
CTV	CARLTONVILLE	NGL	NIGEL	TZN	TZANEEN
DEL	DELMAS	NSP	NELSPRUIT	VDB	VANDERBIJLPARK
DRY	DELAREYVILLE	NYL	NYLSTROOM	VLK	VOLKSRUST
EDV	EDENVALE	POT	POTCHEFSTROOM	VNG	VEREENIGING
ELR	ELLISRAS	PRT	PIET RETIEF	VNT	VENTERSDORP
ERM	ERMELO	PTA	PRETORIA	WKR	WAKKERSTROOM
GRB	GROBLERSDAL	PTB	PIETERSBURG	WRM	WARMBAD
GRM	GERMISTON	PTG	POTGIETERSRUS	WTB	WITBANK
HDL	HEIDELBERG	RBG	RANDBURG	WTF	WITFIELD

ABBREVIATIONS WHICH MAY BE USED IN THE FORM OF TENDER

ITEM	=	Item number.
TYPE	=	Type of equipment
MAKE	=	Make of equipment
MODEL	=	Model of equipment
YEAR	=	Earliest year of commissioning.
MASS	=	Mass of equipment in metric tons.
kW	=	Power output.
UNIT	=	Unit of capacity e.g. m3 or m3/minute.
TARIFF	=	Hire tariff per hour/day worked.
TRANSPORT	=	Transport tariff per loaded kilometer or kilometer on own power.
TOWN	=	City or town from where transport distance is calculated.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

DISTRICT MAP



MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

NOTES WITH REGARD TO THE BID FORM

NOTES WITH REGARD TO THE BID FORM

COMPLETION OF THE BID FORM

- A. The form must be completed in print with a black pen.
The abbreviations for makes of equipment such as those on the list must be used to describe the make of equipment offered. Should a make be offered that does not appear on the list the bidder himself shall fill in the name.
- B. The contractor may tender on one or more of the items in the Bid Form.
- C. All tariffs and prices shall **EXCLUDE** value-added tax (VAT).
- D. **Only bidders** registered in terms of sections 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act no. 89 of 1991) will be allowed to claim VAT on their invoices.
Only bidders with proof of a **VAT103 certificate (to be attached)** will be allowed to claim VAT on their invoices.
- E. Failure to complete the bid form in full for any given item will result in the disqualification of that item.
- F. The Bid Form provides for **only one** particular item of equipment per page. Further **copies** of the BID FORM (item sheet) are to be made and filled in for **any additional** equipment offered within the same category. Should the bidder offer more equipment on the same page, only the first will be considered.
- G. Failure to attach a copy of registration documentation for items that can be used on public roads will result in the disqualification of that item.
- H. Clear distinction shall be made between hourly and daily tariffs. Refer to the section "TYPE OF EQUIPMENT REQUIRED" elsewhere in this document for a complete list of hourly and daily tariffs required.
- I. Standard hire rates will be supplied per item. This rate includes the supply of fuel. Offers that fall outside this standard price will result in the disqualification of the offer for that item.
- J. **The BIDDER must specify the city or town** in which his depot is situated for each District, which shall be fixed for the period of this contract. Failure to supply the name of a city or town **will** result in the disqualification of the offer for that item. (The insertion of just **yes** or **marks** will not be accepted)
- K. The transportation cost for each item offered shall be calculated from the specified depot location.
- L. Standard flat rate tariffs are given per item. This fixed tariff covers the first 50 km (loaded).
- M. Standard transport tariffs are given as a rate per kilometer.
- N. The transport tariff / km., is an extra over tariff which will come into effect when trips exceed 50 km (loaded). When a trip exceeds 50 km the contractor will be paid as follows:
 1. The fixed tariffs for 0 to 50 km. (Flat Rate)
 2. Plus the total km for the trip, minus 50 km (Flat Rate), multiplied by the tariff / km (Transport Rate).
- O. The bucket capacity of the equipment must be according to CECE evaluation, 30 degrees heaped up, while for trucks the assessed capacity must be stated.
- P. The successful contractors may provide a replacement item of equipment on condition that the replacement item is at least equivalent to that described in the Bid Form, and at no additional cost.
- Q. Equipment that does not comply with the required category or confirm to the description as in the Bid Forms **will** be disqualified.
- R. The Department reserves the right to verify equipment specifications with the OEM.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/1624/24/MP

FOR

**THE HIRE OF ROAD CONSTRUCTION EQUIPMENT IN MPUMALANGA PROVINCE AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

BID FORM

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM CODE DESCRIPTION

1. 03.2. MECHANICAL BROOM WITHOUT ENGINE (2m)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

BROOM WIDTH (m): _____

RATES:

HIRE RATE (Day Rate) **R 650-00 /day**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 1,750-00**

TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
2.	10.2.	COMPRESSOR 3 DRILLS (10 m ³ / min)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

AIRFLOW (m³/min): _____

RATES:

HIRE RATE (Day Rate) **R 1,000-00 /day**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 1,750-00**

TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
3.	20.4	TAR SPRAYER (10 kL)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

TAR TANK CAPACITY (kL): _____

HIRE RATE (Fuel included) **R 1,200-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 2,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 30-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLA BELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
4.	23.3	LIGHTING PLANT (9kva)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

POWER OUTPUT (kVA): _____

<u>HIRE RATE</u>	(Day Rate)	R 780-00 /day
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TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE	(0 – 50km from depot)	R 1,750-00
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TRANSPORT RATE	(beyond 50km from the depot)	R 18-00 /km
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NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
5.	25.2.	GRADER (MAINTENANCE) (13 tons)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

OPERATING WEIGHT (t): _____

HIRE RATE

(Fuel included)

R 900-00 /hour

TRANSPORT RATES

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 3,800-00

TRANSPORT RATE

(beyond 50km from the depot)

R 35-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
6.	25.3.	GRADER (CONSTRUCTION) (16 tons)
MAKE: _____		
MODEL: _____		
YEAR MODEL: _____		
REGISTER or REGISTRATION No.: _____		
VIN or CHASSIS No. _____		
OPERATING WEIGHT (t): _____		

HIRE RATE

(Fuel included)

R 1,100-00 /hour**TRANSPORT RATES**

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 3,800-00**TRANSPORT RATE**

(beyond 50km from the depot)

R 35-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM CODE DESCRIPTION

7. 30.1. HARROW (4 tons)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

OPERATING WEIGHT (t): _____

HIRE RATE

(Day Rate)

R 1,000-00 /day

TRANSPORT RATES

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 1,400-00

TRANSPORT RATE

(beyond 50km from the depot)

R 18-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
8.	34.3.	WHEEL LOADER (1,8m ³)* (Minimum mass 12 tons; minimum flywheel power 100kw)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING WEIGHT (t):</u> _____		
<u>BUCKET CAPACITY (m³):</u> _____		
<u>ENGINE POWER (kW):</u> _____		

HIRE RATE (Fuel included) **R 700-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 35-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
9.	34.4.	WHEEL LOADER (2,7m ³)* (Minimum mass 16 tons; minimum flywheel power 125kw)
MAKE: _____		
MODEL: _____		
YEAR MODEL: _____		
REGISTER or REGISTRATION No.: _____		
VIN or CHASSIS No. _____		
OPERATING WEIGHT (t): _____		
BUCKET CAPACITY (m ³): _____		
ENGINE POWER (kW): _____		

HIRE RATE (Fuel included) **R 850-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,700-00**

TRANSPORT RATE (beyond 50km from the depot) **R 35-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
10.	35.1.	TRACTOR LOADER BACKHOE (4 x 2) (0,9/0,25m ³)*
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>LOADER BUCKET CAPACITY (m³):</u> _____		
<u>BACKHOE BUCKET CAPACITY (m³):</u> _____		

HIRE RATE (Fuel included) **R 450-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 2,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 30-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM CODE DESCRIPTION

11. 35.2. TRACTOR LOADER BACKHOE (4 x 4) (0,9/0,25m³)*

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

LOADER BUCKET CAPACITY (m³): _____

BACKHOE BUCKET CAPACITY (m³): _____

HIRE RATE (Fuel included) **R 470-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 2,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 30-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
12.	42.1.	CONCRETE MIXER (100 lt.)

MAKE: _____MODEL: _____YEAR MODEL: _____MIXER CAPACITY (l): _____**HIRE RATE** (Day Rate) **R 230-00 /day****TRANSPORT RATES**
(DELIVERY FROM DEPOT TO SITE AND BACK)**FLAT RATE** (0 – 50km from depot) **R 900-00****TRANSPORT RATE** (beyond 50km from the depot) **R 18-00 /km****NB:** The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
 IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
 DURATION OF TENDER: THREE YEARS
 TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
13.	42.2.	CONCRETE MIXER (200 lt.)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

MIXER CAPACITY (l): _____

HIRE RATE (Day Rate) **R 300-00 /day**
TRANSPORT RATES
 (DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 900-00**
TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
14.	45.3.	GRASSCUTTER ROTATING BLADE (1500mm) + 50kw TRACTOR
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>BLADE CUTTING WIDTH (m):</u> _____		
<u>ENGINE POWER (kW):</u> _____		

HIRE RATE (Fuel included) **R 450-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 2,100-00**

TRANSPORT RATE (beyond 50km from the depot) **R 24-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
15.	45.9.	BALING MACHINE (min 50kg bales) + 50kw TRACTOR
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>BALING CAPACITY (kg):</u> _____		
<u>ENGINE POWER (kW):</u> _____		

HIRE RATE (Fuel included) **R 450-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 2,100-00**

TRANSPORT RATE (beyond 50km from the depot) **R 24-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
16.	53.3.	WATER PUMP (100mm) 1 600 lt. / min. @ 10m head

MAKE: _____

MODEL: _____

YEAR MODEL: _____

PUMP DELIVERING CAPACITY (lt / min): _____

HIRE RATE

(Day Rate)

R 350-00 /day**TRANSPORT RATES**

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 900-00**TRANSPORT RATE**

(beyond 50km from the depot)

R 18-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
17.	61.9.	ROLLER/VIBRATING/DOUBLE SMOOTH DRUM/PEDESTRIAN (750 kg)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>OPERATING MASS:</u> _____		

HIRE RATE (Day Rate) **R 450-00 /day**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 900-00**

TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
18.	62.3.	ROLLER/VIBRATING/SINGLE SMOOTH DRUM/DOUBLE PNEUMATIC TYRE/SELF PROPELLED/LIGHT (12 tons)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING MASS (t):</u> _____		

HIRE RATE (Fuel included) **R 350-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,400-00**

TRANSPORT RATE (beyond 50km from the depot) **R 35-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
19.	62.4.	ROLLER/VIBRATING/SINGLE SMOOTH DRUM/DOUBLE PNEUMATIC TYRE/SELF PROPELLED/HEAVY (16 tons)
MAKE: _____		
MODEL: _____		
YEAR MODEL: _____		
VIN or CHASSIS No. _____		
OPERATING MASS (t): _____		

HIRE RATE (Fuel included) **R 500-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,700-00**

TRANSPORT RATE (beyond 50km from the depot) **R 35-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
20.	64.3.	ROLLER/VIBRATING SINGLE PADFOOT DRUM/DOUBLE PNEUMATIC TYRE/SELF PROPELLED/LIGHT (12 tons)
MAKE: _____		
MODEL: _____		
YEAR MODEL: _____		
VIN or CHASSIS No. _____		
OPERATING MASS (t): _____		

HIRE RATE (Fuel included) **R 350-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,400-00**

TRANSPORT RATE (beyond 50km from the depot) **R 35-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
 IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
 DURATION OF TENDER: THREE YEARS
 TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
MOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
21.	64.4.	ROLLER/VIBRATING SINGLE PADFOOT DRUM/DOUBLE PNEUMATIC TYRE/SELF PROPELLED/VIBRATING/HEAVY (16 tons)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING MASS (t):</u> _____		

HIRE RATE (Fuel included) **R 500-00 /hour**

TRANSPORT RATES
 (DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,700-00**

TRANSPORT RATE (beyond 50km from the depot) **R 35-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
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22.	66.1.	ROLLER/STATIC SINGLE GRID/DRAWN (14 tons)
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<u>MAKE:</u>	_____
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<u>MODEL:</u>	_____
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<u>YEAR MODEL:</u>	_____
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<u>OPERATING MASS (t):</u>	_____
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<u>HIRE RATE</u>	(Day Rate)	R 700-00 /day
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TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE	(0 – 50km from depot)	R 3,400-00
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TRANSPORT RATE	(beyond 50km from the depot)	R 35-00 /km
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NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
 IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
 DURATION OF TENDER: THREE YEARS
 TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
23.	68.5.	ROLLER/MULTI-PNEUMATIC TYRE/SELF PROPELLED/LIGHT (22 tons)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING MASS (t):</u> _____		

HIRE RATE (Fuel included) **R 500-00 /hour**

TRANSPORT RATES
 (DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,700-00**

TRANSPORT RATE (beyond 50km from the depot) **R 48-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
24.	68.6.	ROLLER/MULTI-PNEUMATIC TYRE/SELF PROPELLED/HEAVY (27 tons)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING MASS (t):</u> _____		

HIRE RATE (Fuel included) **R 600-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 4,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 48-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
25.	73.3.	WHEEL EXCAVATOR (0,5m ³ / 15 tons)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING MASS (t):</u> _____		
<u>BUCKET CAPACITY (m³):</u> _____		

HIRE RATE

(Fuel included)

R 600-00 /hour

TRANSPORT RATES

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 3,400-00

TRANSPORT RATE

(beyond 50km from the depot)

R 35-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
26.	73.4.	WHEEL EXCAVATOR (0,75m ³ / 20 tons)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING MASS (t):</u> _____		
<u>BUCKET CAPACITY (m³):</u> _____		

HIRE RATE (Fuel included) **R 900-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,800-00**

TRANSPORT RATE (beyond 50km from the depot) **R 35-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM CODE DESCRIPTION

27. 73.5. TRCK EXCAVATOR (0,75m³/ 20 tons)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

VIN or CHASSIS No. _____

OPERATING MASS (t): _____

BUCKET CAPACITY (m³): _____

HIRE RATE (Fuel included) **R 850-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 4,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 42-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
 IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
 DURATION OF TENDER: THREE YEARS
 TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
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28.	73.6.	TRACK EXCAVATOR (1,2m ³ / 30 tons)
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<u>MAKE:</u>	_____
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<u>MODEL:</u>	_____
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<u>YEAR MODEL:</u>	_____
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<u>VIN or CHASSIS No.</u>	_____
---------------------------	-------

<u>OPERATING MASS (t):</u>	_____
----------------------------	-------

<u>BUCKET CAPACITY (m³):</u>	_____
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<u>HIRE RATE</u>	(Fuel included)	R 900-00 /hour
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TRANSPORT RATES
 (DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE	(0 – 50km from depot)	R 5,400-00
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TRANSPORT RATE	(beyond 50km from the depot)	R 54-00 /km
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NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
29.	73.7.	TRACK EXCAVATOR (1,8m ³ / 40 tons)
MAKE: _____		
MODEL: _____		
YEAR MODEL: _____		
VIN or CHASSIS No. _____		
OPERATING MASS (t): _____		
BUCKET CAPACITY (m ³): _____		

HIRE RATE (Fuel included) **R 1,100-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 6,000-00**

TRANSPORT RATE (beyond 50km from the depot) **R 60-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
30.	75.2.	WATER TANKER (4 X 2) (maximum legal load - Road Traffic Act) (6kl)
<u>MAKE:</u>		_____
<u>MODEL:</u>		_____
<u>YEAR MODEL:</u>		_____
<u>REGISTER or REGISTRATION No.:</u>		_____
<u>VIN or CHASSIS No.</u>		_____
<u>TANK CAPACITY (kl):</u>		_____

HIRE RATE (Fuel included) **R 350-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 1,750-00**

TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
31.	75.3.	WATER TANKER (6 X 2) (maximum legal load - Road Traffic Act) (11kl)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>TANK CAPACITY (kl):</u> _____		

HIRE RATE (Fuel included) **R 500-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 2,100-00**

TRANSPORT RATE (beyond 50km from the depot) **R 24-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER:

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM CODE DESCRIPTION

32. 77.4. ROCK DUMPER (RDT OR ADT) (8m³)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

CONFIGURATION (RDT/ADT): _____

LOAD BODY CAPACITY(m³): _____

HIRE RATE (Fuel included) **R 700-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,700-00**

TRANSPORT RATE (beyond 50km from the depot) **R 42-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
33.	78.4.	CRANE TRUCK FLATBED (9,0 ton/m)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>CRANE LIFTING CAPACITY (t/m):</u> _____		

HIRE RATE (Fuel included) **R 450-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 1,750-00**

TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
34.	81.1.	DOZER (150 kW/t)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING MASS (t):</u> _____		
<u>ENGINE POWER (kW):</u> _____		

HIRE RATE (Fuel included) **R 800-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 4,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 42-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
35.	81.2.	DOZER (240 kW/t)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>OPERATING MASS (t):</u> _____		
<u>ENGINE POWER (kW)KW:</u> _____		

HIRE RATE (Fuel included) **R 1,000-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 5,400-00**

TRANSPORT RATE (beyond 50km from the depot) **R 54-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

<u>ITEM</u>	<u>CODE</u>	<u>DESCRIPTION</u>
36.	81.3.	DOZER (350 kW/t)

MAKE: _____MODEL: _____YEAR MODEL: _____VIN or CHASSIS No. _____OPERATING MASS (t): _____ENGINE POWER (kW): _____**HIRE RATE** (Fuel included) **R 1,200-00 /hour****TRANSPORT RATES**
(DELIVERY FROM DEPOT TO SITE AND BACK)**FLAT RATE** (0 – 50km from depot) **R 6,000-00****TRANSPORT RATE** (beyond 50km from the depot) **R 60-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
37.	82.1.	TRACTOR (30 / 40 kW)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

ENGINE POWER (kW): _____

HIRE RATE (Fuel included) **R 250-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 1,750-00**

TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER:

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM CODE DESCRIPTION

38. 82.2. TRACTOR (60kw)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

ENGINE POWER (kw): _____

HIRE RATE (Fuel included) **R 350-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 2,100-00**

TRANSPORT RATE (beyond 50km from the depot) **R 24-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
39. (150kw)	82.3.	INDUSRTIAL WHEEL TRACTOR /LIGHT (with hydraulic connections)
<u>MAKE:</u>		_____
<u>MODEL:</u>		_____
<u>YEAR MODEL:</u>		_____
<u>REGISTER or REGISTRATION No.:</u>		_____
<u>VIN or CHASSIS No.</u>		_____
<u>ENGINE POWER (kw):</u>		_____

HIRE RATE (Fuel included) **R 500-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 30-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
40. (180kw)	82.4.	INDUSTRIAL WHEEL TRACTOR /HEAVY (with hydraulic connections)
<u>MAKE:</u>		_____
<u>MODEL:</u>		_____
<u>YEAR MODEL:</u>		_____
<u>REGISTER or REGISTRATION No.:</u>		_____
<u>VIN or CHASSIS No.</u>		_____
<u>ENGINE POWER (kw):</u>		_____

HIRE RATE (Fuel included) **R 650-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 3,800-00**

TRANSPORT RATE (beyond 50km from the depot) **R 35-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
41.	82.7.	INDUSTRIAL WHEEL TRACTOR/HEAVY (With hydraulic con.) (180kW) + ROLLER/STATIC SINGLE GRID/ DRAWN (14 tons)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>ENGINE POWER (kW):</u> _____		
<u>GRID OPERATING MASS (t):</u> _____		

HIRE RATE (Fuel included) **R 800-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 4,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 48-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
42.	82.8.	INDUSTRIAL WHEEL TRACTOR/HEAVY (With hydraulic con.) (180kW) + ROLLER/VIBRATING SINGLE SMOOTH DRUM/DRAW/HEAVY (15 tons)

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

ENGINE POWER (kW): _____

GRID OPERATING MASS (t): _____

HIRE RATE (Fuel included) **R 800-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 4,500-00**

TRANSPORT RATE (beyond 50km from the depot) **R 48-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
43.	83.6.	MECHANICAL HORSE (225 kW) + LOW BED (40 t payload)

MECHANICAL HORSE

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

ENGINE POWER (kW): _____

LOW BED

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

PAYLOAD MASS (t): _____

HIRE RATE

(Fuel included)

R 1,150-00 /hour

TRANSPORT RATES

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 4,500-00

TRANSPORT RATE

(beyond 50km from the depot)

R 48-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
44.	83.6.	MECHANICAL HORSE (225 kW) + LOW BED (40 t payload) (per km)

MECHANICAL HORSE

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

ENGINE POWER (kW): _____

LOW BED

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

PAYLOAD MASS (t): _____

HIRE RATE

(Fuel included)

R 60-00 /km

TRANSPORT RATES

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 4,500-00

TRANSPORT RATE

(beyond 50km from the depot)

R 60-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM CODE DESCRIPTION

45. 86.2. DIESEL BOWSER TRAILER (5 000 lt.))

MAKE: _____

MODEL: _____

YEAR MODEL: _____

REGISTER or REGISTRATION No.: _____

VIN or CHASSIS No. _____

TANK CAPACITY (L): _____

HIRE RATE

(Day Rate)

R 550-00 /day

TRANSPORT RATES

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 1,400-00

TRANSPORT RATE

(beyond 50km from the depot)

R 18-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
46.	88.2.	FLATBED TRUCK (Dropside 6 tons)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>PAYLOAD MASS (t):</u> _____		

HIRE RATE (Fuel included) **R 350-00 /hour**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 1,750-00**

TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER: _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM	CODE	DESCRIPTION
47.	88.2.	FLATBED TRUCK (Dropside 6 tons) (per km)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>REGISTER or REGISTRATION No.:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>PAYLOAD MASS (t):</u> _____		

HIRE RATE (Fuel included) **R 20-00 /km**

TRANSPORT RATES
(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 1,750-00**

TRANSPORT RATE (beyond 50km from the depot) **R 20-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL OR FAILURE TO ATTACH A COPY OF REGISTRATION DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED

CLOSING DATE: AS ADVERTISED

NAME OF BIDDER:

HIRE OF ROAD CONSTRUCTION EQUIPMENT
IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
DURATION OF TENDER: THREE YEARS
TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY

BID PRICE EXCLUDES VAT

ITEM CODE DESCRIPTION

48. 88.8. DIESEL BOWSER TRUCK (6 000 lt.)

MAKE:

MODEL:

YEAR MODEL:

REGISTER or REGISTRATION No.:

VIN or CHASSIS No.

TANK CAPACITY (L):

HIRE RATE

(Fuel included)

R 450-00 /hour

TRANSPORT RATES

(DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE

(0 – 50km from depot)

R 2,100-00

TRANSPORT RATE

(beyond 50km from the depot)

R 18-00 /km

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

BID FORM

BID No. PWRT/1624/24/MP

FAILURE TO COMPLETE THIS FORM IN FULL WILL RESULT IN YOUR BID BEING DISQUALIFIED**CLOSING DATE: AS ADVERTISED****NAME OF BIDDER:** _____

HIRE OF ROAD CONSTRUCTION EQUIPMENT
 IN MPUMALANGA PROVINCE AS AND WHEN REQUIRED
 DURATION OF TENDER: THREE YEARS
 TENDER VALIDITY: 90 DAYS

DISTRICT	DEPOT
NKANGALA	
EHLANZENI	
GERT SIBANDE	
BOHLABELO	

BID PRICE IN RSA CURRENCY**BID PRICE EXCLUDES VAT**

ITEM	CODE	DESCRIPTION
49.	95.2	FORKLIFT (Capacity 3 tons, Lifting height 3m, Tooth length 1,5m)
<u>MAKE:</u> _____		
<u>MODEL:</u> _____		
<u>YEAR MODEL:</u> _____		
<u>VIN or CHASSIS No.</u> _____		
<u>LIFTING CAPACITY (t):</u> _____		

HIRE RATE (Fuel included) **R 350-00 /hour**

TRANSPORT RATES
 (DELIVERY FROM DEPOT TO SITE AND BACK)

FLAT RATE (0 – 50km from depot) **R 2,100-00**

TRANSPORT RATE (beyond 50km from the depot) **R 18-00 /km**

NB: The depot (town) must be filled in for each of the Districts tendered for (see item 38 of the Specific Conditions of Contract)

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
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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
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22. Penalties
23. Termination for default
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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