

Municipal Infrastructure Support Agent (MISA)

Cooperative Governance & Traditional Affairs (CoGTA)

**TOR FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO
SUPPLY AND DELIVER 3 x ELECTRICAL JACK HAMMERS & 3 x GENERATORS TO
EMFULENI LOCAL MUNICIPALITY**

Beneficiary	Municipal Infrastructure Support Agent
Contact Person	SCM:012 848 5300
Postal Address	1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion 0046
Project Name	The Appointment of a Professional Service Provider to Supply and Deliver 3 X Electrical Jack Hammers & 3 X Generators to Emfuleni Local Municipality
Reference No.	MISA/RFQ/GP/931/24/25
Closing Date	19 MARCH 2025

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Only black ink is allowed for the completion of the bid document. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each page of the bid document.

RETURABLE SCHEDULES

1. PART A – INVITATION OF BID (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MISA)					
BID NUMBER:	MISA/RFQ/GP/931/24/25	CLOSING DATE:	19 MARCH 2025	CLOSING TIME:	12:00pm
DESCRIPTION:	THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO SUPPLY AND DELIVER 3 x ELECTRICAL JACK HAMMERS & 3 x GENERATORS TO EMFULENI LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuvel Avenue,					
Riverside Office Park,					
Letaba House (FIRST FLOOR)					
Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Lerato Mogane				
TELEPHONE NUMBER	0128485300				
E-MAIL ADDRESS	Lerato.mogane@misa.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO			☐		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO			☐ YES ☐		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO			☐ YES ☐		
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					

Bama

PART B – TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR BIDDING

1. QUOTATION SUBMISSION:

- 1.1. QUOTATIONS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE QUOTATIONS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL QUOTATIONS 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, 2022, THE GENERAL CONDITIONS OF CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 QUOTATIONS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO QUOTATIONS 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."

3. OTHER TERMS AND CONDITIONS

SBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

Where a person/s are listed in the Register for RFQ 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

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.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure,
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect,
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.

required by the institution, and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Quotations and contracts, Quotations 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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 Points for this bid (even in the case of a bid 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 bid 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 bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, 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 bidder, either before a bid 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) **“bid”** 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 bidding process or any other method envisaged in legislation,
- (b) **“price”** means an amount of money bided 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) **“bid 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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 bid. For the purposes of this bid the bidder 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 bid:
- 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 bid documents, stipulate in the case of—
- (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system, or
 - (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid 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 bid and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	20	
Total scored points		

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 bid, 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 bidding 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 bidder or contractor, its shareholders and directors, or

ADDENDUM NO.	DATE	TITLE OR DETAILS

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.

RECORD OF AMENDMENTS TO BID DOCUMENTS

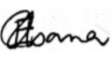
I / We confirm that the following communications amending the bid documents that I / we received from Municipal Infrastructure Support Agent or their representative before the closing date for submission of Quotations have been considered in this bid.

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Bidder)

.....	
SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

2. SUBCONTRACTING

End-User Initials: 

- 2.1.** Sub-contracting of the services to other companies or individuals is not permitted without prior written approval from MISA. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

3. MISA'S RIGHTS

- 3.1.** MISA reserves the right to cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed
- 3.2.** This bid does not commit MISA to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this bid, or to procure or contract for services
- 3.3.** MISA reserves the right to conduct vetting and verify the validity of all information submitted by the bidder
- 3.4.** MISA will reject any proposal that does not provide evidence of the specified mandatory requirements. MISA may or may not request additional information and clarification during the evaluation and selection process from any or all bidders regarding their proposals
- 3.5.** MISA reserves the right to request the company's latest audited financial statement in order to ascertain financial stability of the bidder prior to the award of the bid,
- 3.6.** Upon an award, the successful Bidder will be required to enter into the Agreement with MISA. In this regard
- 3.6.1. MISA may require the Bidder to enter into an interim agreement under which the transition services would commence
- 3.6.2. MISA will enter into negotiations with the Bidder with a view to concluding the Agreement
- 3.6.3. MISA will be entitled to cease negotiating with a Bidder and negotiate with another Bidder if MISA, in its sole discretion, is of the opinion that: the Bidder has made misrepresentations in its RFQ response, the Bidder is attempting to withdraw from positions or commitments made in its Proposal, the Bidder is not negotiating in good faith, or an agreement may not be expeditiously concluded with the Bidder for any other reason
- 3.7.** MISA reserves the right to cancel or reject any quote and not to award the RFQ to the lowest Bidder or award parts of the RFQ to different Bidders, or not to award the RFQ at all.
- 3.8.** MISA reserves the right in its sole discretion to:
- 3.8.1. withdraw, suspend or cancel this RFQ or the RFQ process at any time and without providing reasons,
- 3.8.2. not provide reasons for its rejection or the failure of any Bidder or Proposal,
- 3.8.3. change any of its requirements as set out in this RFQ,
- 3.8.4. change any condition, procedure or rule of the RFQ,

- 3.8.5. amend, vary, or supplement any of the information, terms or requirements contained in this RFQ, any information or requirements delivered pursuant to this RFQ, or the structure of the RFQ process before closing date,
- 3.8.6. re-advertise for RFQ responses, and
- 3.8.7. provide further information in respect of, and modify the provisions of, this RFQ at any time prior to the Closing Date by notice/addendum to all prospective Bidders.
- 3.8.8. cancel this RFQ without notifying the prospective Bidders.
- 3.8.9. to disqualify any person who is a provider (Bidder) or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or be disposed of , who directly or indirectly influence or interfere with the work of any of our officials involved in the procurement process in order , inter alia, to:
 - ✓ influence the process and/or outcome of a bid,
 - ✓ incite breach of confidentiality and/or the offering of bribes
 - ✓ influence the choice of procurement method or technical standards
 - ✓ influence any of our officials in any way which may secure an unfair advantage during or at any stage of the procurement process.

4. MANDATORY REQUIREMENTS

Service Providers should tick “Comply”, or “Do not comply” on the list indicated below. Service provider/s who do not comply with **any of the below** description /statement will automatically be disqualified and not be considered for price and specific goals stage. **in the event where the service provider has indicated, “comply”, but the required evidence as per the checklist below, is not attached to the proposal, the service provider will be marked as “Do not comply” and will not be considered for any further evaluations.**

Checklist for compliance based on Mandatory Requirements

NO.	requirements	Description	Evidence	Comply	Do Not Comply
4.1	Company Experience	The tenderer must submit a minimum of three (3) reference letters for successful procurement and delivery.	Attach Three (3) reference letters detailing work successfully completed pertaining to the required services.		

NB: Evidence for a response “comply” must be attached to the service provider’s RFQ response

5. SCOPE OF WORK FOR THE OVERALL PROJECT

In terms of this project, the Service Provider must supply and deliver road repair equipment to Emfuleni Local Municipality. Services to include:

- 5.1 Procurement, supply and delivery of 3No. x electric jack hammers.
- 5.2 Procurement, supply and delivery of 3No. x 7.5kVA generators with wheels.
- 5.3 Items 5.1 and 5.2 above have to be procured, supplied and delivered **within eight (8) weeks** of appointment of the Service Provider.
- 5.4 Delivery of the 3 x electric jack hammers and 3 x generators will be to **Emfuleni Local Municipality Duncanville Roads Depot, Cnr Van Riebeeck Street and General Smuts Road, Vereeniging**. Delivery must be to the attention of the Roads and Stormwater Manager: Mr Thabiso Masekela (082 304 7370).

5.5 ROAD REPAIR EQUIPMENT AND TOOLS SPECIFICATION

EQUIPMENT	SPECIFICATION	QUANTITY
Electric jack hammers	Min. 32kg large breaker for breaking of road surfaces and concrete floors.	3
Generators	7.5kVA generator with large fuel tank	3
	Equipped with wheels	
	Diesel or petrol-powered	

5.6 ADDITIONAL REQUIREMENTS

Guarantee	The Service Provider must guarantee that all items supplied under the contract are brand new and unused. Furthermore, the insurance of equipment and tools against loss, theft or damage incidental to manufacture or acquisition, transportation, storage and delivery will be the responsibility of the Service Provider until the handover of the equipment to Emfuleni Local Municipality has occurred.
Damages	Any damaged items as a result of manufacture or acquisition, transportation, storage and delivery must be replaced with new and unused items. Repair to damaged items will not be accepted.
Spare Parts	Service Provider shall state the availability of spare parts and the relevant parts stock value with RFQ submission.
Serial numbers	All equipment to be delivered with serial numbers.
Warranty	All equipment to be delivered with a Customer Warranty Certificate and a Return & Refund policy. The Service Provider further warrants that all equipment supplied under this contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Service Provider.
Tests and Inspections	The equipment may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the specifications. Such rejected equipment shall be held at the cost and risk of the Service Provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with equipment which do comply with the requirements of the specifications. Failing such removal the rejected equipment shall be returned at the Service Provider's cost and risk. Should the Service Provider fail to provide the substitute equipment forthwith, the purchaser may, without giving the Service Provider further opportunity to substitute the rejected equipment, purchase such equipment as may be necessary at the expense of the Service Provider.
Incidental	The Service Provider will be required to provide: • Performance or supervision of on-site assembly and/or commissioning of the supplied equipment. • Furnishing of tools required for assembly and/or maintenance of the supplied equipment. • Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied equipment. • 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.

	• Training of Emfuleni LM's personnel, at the supplier's depot and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied equipment. • Prices charged by the Service Provider for incidental services, shall be agreed upon in advance by the parties. Service provider to specify in the approach paper the type and quantity of such Incidental charges.
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6. PRICING DATA

For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:

- ✓ **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- ✓ **Quantity:** The number of units of work for each item
- ✓ **Rate:** The payment per unit of work at which the Bidder bids to do the work
- ✓ **Amount:** The quantity of an item multiplied by the bid rate of the (same) item
- ✓ **Sum:** An amount bid for an item, the extent of which is described in the Bill of Materials, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- ✓ **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.

6.1 ACTIVITY SCHEDULE AND PRICE SCHEDULE

Item No.	Description	Quantity	Rate	Amount
1	Procure, supply and deliver electric jack hammers. Min. 32kg large breaker for breaking of road surfaces and concrete floors.	3		
2	Procure, supply and deliver 7.5kVA generators with wheels and large fuel tank. Generators can be diesel or petrol powered.	3		
3	Incidental costs	Sum		
	Sub-Total (Excluding VAT)			
	ADD 15% VAT			
	TOTAL			

End-User Initials: 

- ✓ Should a bidder fail to complete any section or line item of the pricing schedule the pricing/section will be considered as zero (0).
- ✓ Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory

End-User Initials: 

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND EXPENSES, calculated in accordance with the conditions of contract as detailed hereunder:

Total Amount:.....(in figures),

..... (in words)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Capacity

**For the
tenderer:**

Name &
signature
of
witness

(Insert name and
address of
organisation)

Date