



**DANNHAUSER MUNICIPALITY**  
([www.dannhauser.gov.za](http://www.dannhauser.gov.za))

**REQUEST FOR PROPOSAL –  
Hiring of Plant and Equipment**

**TENDER NUMBER: 28/11/2022**

<b>DOCUMENT NAME</b>	<b>APPOINTMENT OF SERVICE PROVIDERS INTO THE EXISTING PANEL ENDING ON 04/04/2026 FOR HIRING OF PLANT AND EQUIPMENT WITH THEIR OPERATORS</b>  (on an as and when-required basis)
<b>CLOSING DATE</b>	<b>29/04/2024</b>
<b>CLOSING TIME</b>	<b>12H00</b>
<b>NAME OF BIDDER</b>	

## Request for Proposal – Hiring of Plant and Equipment - TD00

### Index

No	Details	Page
1.	Advertisement	3-5
2.	MBD 1: Invitation to Bid	6-8
3.	Details of Tender	9
4.	Resolution taken by the Board of Directors / Members / Partners	10
5.	Resolution taken by the- Board of Directors to enter into a Consortium or Joint Venture	11-13
6.	The Tender Offer	14-15
7.	The Tender Form	16-17
8.	Tender Specifications	18-20
9.	Price Schedule	21-33
10.	Instruction to Tenderers	34-38
11.	Responsiveness and Evaluation Criteria	39-41
12.	Special Conditions of Tender	42-45
13.	General Conditions of Contract (National Treasury)	46-61
14.	Form of Offer	62-63
15.	MBD 4: Declaration of Interests	64-66
16.	MBD 6.1: Preference Points Claim	67-72
17.	MBD 7.1 and 7.2: Contact Form	73-75
18.	Municipal Rates and Services	76
19.	Authority for Signatory	77
20.	MBD 8: Declaration of Bidders Past Supply Chain Management Practices	78-79
21.	MBD9: Certificate of Independent Bid Determination (MBD9)	80-82
22.	Declaration	83
23.	Previous Experience: Annexure A	84
24.	Schedule 11: Record of Addenda to Tender Documents: Annexure B	85

Do not dismember this Tender Document (do not take it apart or put documents between its pages).  
A covering letter and all other documents of your submission must be attached behind this Tender Document.

# Request for Proposal – Hiring of Plant and Equipment - TD00



## 1. INVITATION TO TENDER

TENDER NUMBER: 28/11/2022

### DESCRIPTION: APPOINTMENT OF SERVICE PROVIDERS INTO THE EXISTING PANEL ENDING ON 04/04/2026 FOR HIRING OF PLANT AND EQUIPMENT WITH THEIR OPERATORS (ON AN AS AND WHEN REQUIRED BASIS)

Bids are hereby invited in terms of section 18(a) of the Dannhauser Municipality's Supply Chain Management Policy together with section 83 of the Municipal Systems Act, No.32 of 2000, as amended and read together with sections 110,111 and 112 of the Municipal Finance Management Act No.56 of 2003 for Appointment of service providers into the existing panel ending on 04/04/2026 for Hiring of Plant and Equipment with their Operators (on an as and when required basis)

A NON-REFUNDABLE BID document fee of R250.00 is payable in cash at the cashier's office from 07H30 to 15H00 with lunch interval of 13H00 to 13H30 or via EFT as follows (Bank – ABSA, Account Holder - Dannhauser Municipality, Account No. 4108323641, Branch code - 632005 and Account type – Cheque Account or documents can be downloaded free from the municipal website [www.dannhauser.gov.za](http://www.dannhauser.gov.za) or on E-Tender [www.etenders.gov.za](http://www.etenders.gov.za). Documents will be available from **25/03/2024**.

#### The following plant and equipment are required:

1. 10 -12 Ton Crawler Excavator	8. Compactor Waste Removal Truck 10 m <sup>3</sup>
2. Pad Foot Roller (10-40 tons)/ Vibratory roller (10-12 tons)	9. Low Bed Trailer
3. TLB 4x4	10. Bobcat
4. 10 <sup>3</sup> Tipper truck	11. Work Compactor
5. Grader 140 G	12. Honey Sucker 10 000L
6. Water Tank 10 000L	13. 10 Ton drop side Truck
7. Dozer Normal D7	

- ❖ NB: Flat Rates will apply: Rates for the above plant and equipment will be on an hourly basis.
- ❖ Preference will be given to bidders that own the Plant and Equipment.

#### Criteria 1 - Administrative Requirements

- Bid submitted must be complete in all respects
- CIPC Registration certificate
- Central Supplier Database Registration

#### Criteria 2 - Mandatory Requirements

- Price(s) quoted must be firm and inclusive of VAT
- Price(s) quoted must be valid for at least One Hundred and Twenty Days (120) days after the bid closing date
- Municipal rates and taxes not in arrears for more than 3 months "on the award" - bidder to submit municipal rates account not older than 3 months/ Proof of residential address if residing in the non-rate paying area
- Tax Compliance Status "on the award" - bidder to submit Tax Pin for verification
- Bidder must not be employed in the service of the state "on the award"
- Bidder must not be listed in the Register for Tender Defaulters and/or listed on Restricted Suppliers "on the award"

Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected

Bidders must fill in the tender register stating the date and time when they submitted their tender, available at the tender box

The Municipality reserves the right to continuously update the panel list as and when required thorough competitive bidding process.

## Request for Proposal – Hiring of Plant and Equipment - TD00

The Municipality reserves the right to withdraw any invitation to tenders and/or to re-advertise or reject any tender or accept a part of it.

The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

### Criteria 3 - Functionality / Technical Evaluation

No.	Functionality Criteria	Owned	Leased	Points
1.	<b>Plant and Equipment:</b> <ul style="list-style-type: none"> <li>Owned (provide proof of ownership, valid logbooks) = 50</li> <li>Rented with proof (lease agreement must be signed by both parties) = 25</li> </ul>	50	25	50
	1. 10-12 Ton Crawler Excavator	5	2	
	2. Pad Foot Roller (10-40 tons)/Vibratory roller (10-12 tons)	3	2	
	3. TLB 4x4	4	2	
	4. 10 m3 Tipper truck	5	2	
	5. Grader 140 G	5	2	
	6. Water Tank 10 000L and above	3	2	
	7. Dozer Normal D7	3	2	
	8. Compactor Waste Removal Truck 10m <sup>3</sup>	7	3	
	9. Low Bed Trailer	2	1	
	10. Bobcat	3	2	
	11. Work Compactor	2	1	
	12. Honey Sucker 10 000l	5	2	
	13. 10-ton Dropside Truck	3	2	
2.	<b>Drivers Licenses and Operator certificates for All Machines</b> (Drivers must submit CV's and certified operator certificates and licenses)			20
3.	<b>Roadworthy certificates for all Machines</b>			20
4.	<b>Previous supply &amp; delivery of Plant &amp; Equipment</b> Above 3 projects – 10 points Below 3 projects – 5 points Proof: Reference and appointment letter for each project			10
	<b>Total</b>			<b>100</b>

The points obtained for Functionality must be at least 70 out of a maximum of 100. Bidders who obtain less than 70 points will be declared as non-responsive and not be evaluated further.

### Criteria 4 - 80/20 PREFERENCE POINT SYSTEM

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
<b>The specific goals allocated points in terms of this tender</b>		
<b>Pricing = 80</b>		
<b>Preference Goals 1: Specific goals Ownership (maximum points 10)</b> Enterprises must be at least 51% owned by: black people = 10 points Enterprises less than 51% owned by: black people = 5 points		CIPC registration certificate (Companies and Intellectual Property Commission) / Detailed CSD report / Certified copy RSA Identity document of the director(s).
<b>Preference Goals 2: RDP (Reconstruction &amp; Development Programme) Goals (Max points = 10)</b> Enterprises address located within: Dannhauser Area = 10 points Enterprises address located within: Amajuba District = 5 points Enterprises address located within: Kwa- Zulu Natal = 3 points Enterprises address located outside: Kwa- Zulu Natal = 1 point		CSD / proof of municipal accounts/affidavit/proof of residence signed by ward Councillor (for those residing in rural areas)

## Request for Proposal – Hiring of Plant and Equipment - TD00

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It is mandatory for bidders to complete MBD 6.1 to claim points for specific goals, failure to complete MBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

Tenders must be submitted in a sealed envelope; clearly marked “**TENDER NO: 28/11/2022 Appointment of service providers into the existing panel ending on 04/04/2026 for Hiring of Plant and Equipment with their operators**” and must be deposited into the tender box situated at the security room of Dannhauser Municipal offices. Tenders should be received no later than **12H00** on **29/04/2024** where after bids will be opened in public. **Late, emailed or faxed bids will not be accepted.**

Any enquiries are to be directed to **Mr. MS Sithole Municipal Manager**, by email: [municipalmanager@dannhauser.gov.za](mailto:municipalmanager@dannhauser.gov.za) or Telephonically at **034 621 2666 ext. 739** or Miss T Koza, SCM Accountant, by email: [thandekak@dannhauser.gov.za](mailto:thandekak@dannhauser.gov.za) Telephonically: **034 621 2666 ext. 740** at **08 Church Street, Dannhauser**, during working hours, between 07h30 to 16h00 with a lunch interval from 13h00 to 13h30, Monday to Friday.

**MS SITHOLE  
MUNICIPAL MANAGER**

## Request for Proposal – Hiring of Plant and Equipment - TD00

### 2. PART A

MBD1

#### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DANNHAUSER LOCAL MUNICIPALITY</b>					
BID NUMBER:	28/11/2022	CLOSING DATE:	29/04/2024	CLOSING TIME:	12:00pm
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS INTO THE EXISTING PANEL ENDING ON 04/04/2026 FOR HIRING OF PLANT AND EQUIPMENT WITH THEIR OPERATORS (ON AN AS AND WHEN REQUIRED BASIS)				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED IN THE SECURITY ROOM OF DANNHAUSER MUNICIPAL OFFICES

<b>8 Church Street</b>					
<b>Dannhauser</b>					
<b>3080</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

## Request for Proposal – Hiring of Plant and Equipment - TD00

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
<b>DEPARTMENT</b>	SCM	<b>DEPARTMENT</b>	Municipal Manager
<b>CONTACT PERSON</b>	Thandeka Koza	<b>CONTACT PERSON</b>	Mr. MS Sithole
<b>TELEPHONE NUMBER</b>	034 621 3080	<b>TELEPHONE NUMBER</b>	034 621 3080
<b>FACSIMILE NUMBER</b>	034 621 3114	<b>FACSIMILE NUMBER</b>	034 621 3114
<b>E-MAIL ADDRESS</b>	<a href="mailto:thandekak@dannhauser.gov.za">thandekak@dannhauser.gov.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:municipalmanager@dannhauser.gov.za">municipalmanager@dannhauser.gov.za</a>

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> NO	<input type="checkbox"/> YES
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> NO	<input type="checkbox"/> YES
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO	<input type="checkbox"/> YES <input type="checkbox"/>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## 3. DETAILS OF TENDER

Company Registration no.	
Company Income Tax no.	
Any other Registration applicable to the Industry	
Contact details of the <b>Person signing the Tender</b>	Name: _____ Telephone: ( ____ ) _____ Fax: ( ____ ) _____ Cellular Telephone: _____ Email address: _____
Contact Details of the Tender's proposed <b><u>Project Manager who represent the Tenderer in the Implementation processes</u></b>	Name: _____ Telephone: ( ____ ) _____ Fax: ( ____ ) _____ Cellular Telephone: _____ Email address: _____
Contact Details of the <b>Person responsible for Accounts / Invoices</b>	Name: _____ Telephone: ( ____ ) _____ Fax: ( ____ ) _____ Cellular Telephone: _____ Email address: _____

#### 4. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
(NAME OF TENDERER)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

#### RESOLVED THAT:

1. The enterprise submits a Tender to the Dannhauser Municipality in respect of the following project:

TENDER NO: 28/11/2022: APPOINTMENT OF SERVICE PROVIDERS INTO THE EXISTING  
PANEL ENDING ON 04/04/2026 FOR HIRING OF PLANT AND EQUIPMENT

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows:

**X**

\_\_\_\_\_  
(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members / partners of the Tendering enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format.

No	Name	Capacity	Signature
1			
2			
3			
4			
5			

5. **RESOLUTION TAKEN BY THE BOARD OF DIRECTORS TO ENTER INTO A CONSORTIUM OR JOINT VENTURE**

1. Full registered Names of the Joint Venture **Partners**:

---

And

---

And

---

2. The **Joint Venture** shall carry on business under the **name**:

---

(NAME BY WHICH THE JOINT VENTURE SHALL BE KNOWN)

3. **Name of the Tenderer:**

(if the Joint Venture is not registered in its own name and verified on the Dannhauser Municipality's supplier database, as well as registered in its own name as an enterprise with the SA Revenue Service.) The J/V nominates the following Partner / Member as its "Lead Partner" for the purpose of this contract, which shall be the entity submitting this tender and shall be responsible for the financial administration of the contract on behalf of the Joint Venture (to handle correspondence, receive instructions and purchase order/s, issue the tax invoice/s, receive/make payment/s on behalf of the J/V, etc.):

---

(NAME OF THE JOINT VENTURE PARTNER WHO WILL REPRESENT THE JOINT VENTURE)

(NOTE THAT THIS MUST ALSO BE **THE NAME UNDER WHICH THE TENDER IS SUBMITTED**)

4. **Parameters and objectives:**

Outline of the main business of the Joint Venture, and the **objectives** of the J/V intended to be **in line with** the relevant **contract** for which we are bidding:

Main Business / Objectives: 

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5. **Split of Responsibilities / Participation in Contract:**

[This is applicable where HDI participation points are claimed for a specific Council tender]

Split of responsibilities in terms of the Tender specifications, i.e. percentage of work to be performed by each partner. In the event of the tender being successful, the participation in this contract by the J/V partners in the total value will be:

## Request for Proposal – Hiring of Plant and Equipment - TD00

Name of J/V Partner	% Participation
Total:	100%

6. **Duration of Joint Venture:**

We agree that the Dannhauser Municipality shall be properly covered in relation to the existence of the J/V until the final performance / completion of the original project / contract tendered for, including any extension of the contract period and any applicable guarantee / warranty period.

7. **Bank Account:**

We agree that if the tender is successful and the contract is awarded to this Joint Venture, the Municipality shall be provided with the bank details of the Joint Venture and we explicitly stipulate that should there be any change in the Joint Venture or disagreement among Joint Venture Partners / Members that the Municipality will continue any due payments to the initially agreed upon bank account and only a Court Order or a unanimous agreement of change of bank account (submitted in writing by the Joint Venture) would be complied with by the Municipality.

**Banking Details:**

Financial Institution: .....

Branch Code: .....

Account No.: .....

8. **Strict Compliance to Signing Powers:**

In as much as the Municipality would be always complying with the initial tendered terms and conditions, the Joint Venture Partners / Members agree always to ensure that their signatory would be treated in the same manner. The signatory will only be varied in terms of a Court Order by a unanimous agreement by all Partners / Members.

9. **Successor in title:**

Unless the context indicates otherwise, the rights and obligations of any party arising from the Joint Venture agreement shall devolve upon and bind its successor in title.

10. **Dissolution:**

Should the Joint Venture be dissolved before completion of any Municipal project or contract that they undertook to complete, it is agreed that the Municipality reserves all its rights to legal recourse.

11. **Breach**

Notwithstanding any other clause contained in any document, any form of breach shall entitle the Dannhauser Municipality to sue any or all the **Joint Venture partners jointly and severally** for any damages suffered by the Municipality as a result of such breach. We, the parties to this Joint Venture,

## Request for Proposal – Hiring of Plant and Equipment - TD00

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specifically renounce the benefits of excussion and division and all other legal exceptions that may be pleaded against the validity of our **joint and several liabilities** in terms of this undertaking.

Signatures:

### THUS DONE AND SIGNED

at ..... on the ..... day of ..... 20.....

(PLACE)

(DATE)

(MONTH)

(YEAR)

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

FULL NAMES

REPRESENTING \_\_\_\_\_

(NAME OF J/V PARTNER – COMPANY, CLOSE CORPORATION, - AS APPLICABLE)

REPRESENTING \_\_\_\_\_

(NAME OF J/V PARTNER – COMPANY, CLOSE CORPORATION, - AS APPLICABLE)

REPRESENTING \_\_\_\_\_

(NAME OF J/V PARTNER – COMPANY, CLOSE CORPORATION, - AS APPLICABLE)

### 6. THE TENDER OFFER

- 1.1 I/we, Mr/Mrs/Messrs \_\_\_\_\_ duly assigned to represent the Tender for the purpose of this Tender, hereby Tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the Dannhauser Municipality on terms and conditions stipulated in this Tender and in accordance with the specifications stipulated in the Tender documents (which shall be taken as part of, and incorporated into this Tender) at the prices reflected in Pricing Schedule.
- 1.2 I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this Tender.
- 1.3 I/We further agree that:
- 1.3.1 This Tender and its acceptance shall be subject to the terms and conditions contained in the Dannhauser Municipality's Supply Chain Management and Procurement Policies;
  - 1.3.2 if I/we withdraw my/our Tender within the period for which I/we have agreed that the Tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Dannhauser Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our Tender or cancel the contract that may have been entered into between me/us and the Dannhauser Municipality and I/we will then pay the Dannhauser Municipality any additional expense incurred by the Municipality having either to accept any less favourable Tender or, if fresh Tenders have to be invited, the additional expenditure incurred by the invitation of fresh Tenders and by the subsequent acceptance of any less favourable Tender; the Dannhauser Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other Tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other Tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Dannhauser Municipality may sustain by reason of my/our default;
  - 1.3.3 if my/our Tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;
  - 1.3.4 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our Tender and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place).

- 1.4 I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Tender; that the price(s) and rate(s) quoted cover all the work/-item(s) specified in the Tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.5 I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
- 1.6 I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
- 1.7 I/we declare that I/we have a participation/no participation\* in the submission of any other offer for the supplies/services described in the attached documents. \*If in the affirmative. State name(s) of Tender(s) involved.

Name: \_\_\_\_\_ Signature \_\_\_\_\_

## 7. THE TENDER FORM

This Tender shall remain binding and valid for a period of 120 days

Calculated from the closing date of the Tender

ATTENTION:

THE MUNICIPAL MANAGER

DANNHAUSER MUNICIPALITY

DANNHAUSER

3080

**TENDER NO: 28/11/2022: APPOINTMENT OF SERVICE PROVIDERS INTO THE EXISTING PANEL ENDING ON 04/04/2026 FOR HIRING OF PLANT AND EQUIPMENT**

1. THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company with Limited Liability or Close Corporation:

.....

Natural Person or Partnership:

.....

Whose Identity Number(s) is/are:

.....

**OR**

(HEREINAFTER REFERRED TO AS “THE TENDERER”)

**AND WHO IS** (if applicable):

Trading under the  
Name

and

style

of

.....

**AND WHO IS:**

Represented herein by:

Mr/Mrs/Ms .....  
(FULL NAME OF REPRESENTATIVE IN BLOCK LETTERS)  
and who is duly authorised to do so, in his/her capacity as (TITEL):

.....

Note:

A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must be completed in this Tender, authorising Representative to make this offer

Hereby offer to the Dannhauser Municipality herein represented by the Municipal Manager to execute, complete and (where specified) maintain the above-mentioned Service in accordance with the Specification, Special Conditions of Tender and General Conditions of Tender to the entire satisfaction of the Municipal Manager and subject to the Conditions stipulated in this Tender document for the amount indicated hereunder, and to provide all the labour, workmanship, plant, consumables and everything that is or may become necessary.

***Tenderers must submit prices from page 21 – Price Schedule***

2. The Tender acknowledges that it is fully acquainted with the contents of all the conditions of this Tender contained in this document and that it accepts the conditions in all respects.

**X**

\_\_\_\_\_  
Signature(s) of Tenderer(s)

**THUS DONE AND SIGNED** for and on behalf of the Tenderer / Contractor

at .....on the ..... day of ..... 20.....

(PLACE)

(DATE)

(MONTH)

(YEAR)

1 \_\_\_\_\_

(SIGNATURE)

\_\_\_\_\_

(NAME IN BLOCK LETTERS)

2 \_\_\_\_\_

(SIGNATURE)

\_\_\_\_\_

(NAME IN BLOCK LETTERS)

***Failure to complete and / or sign this form shall invalidate your bid at opening stage***

### **8. TENDER SPECIFICATIONS**

#### **PREFACE TO PROJECT SPECIFICATION:**

##### **Introduction and Background**

Dannhauser Municipality is looking for a panel of service providers who can provide the following plant and equipment to the relevant Zones/Towns of the municipality:

- 1. 10 Ton Crawler Excavator**
- 2. Pad Foot Roller (10-40 tons)/ Vibratory roller(10-12 tons)**
- 3. TLB 4x4**
- 4. 10 m<sup>3</sup> Tipper truck**
- 5. Grader 140 G**
- 6. Water Tank 10 000L**
- 7. Dozers Normal D7**
- 8. Compactor Waste Removal Truck 10 m<sup>3</sup>**
- 9. Low Bed Trailer**
- 10. Bobcat**
- 11. Work Compactor**
- 12. Honey Sucker 10 000L**
- 13. 10 Ton drop side Truck**

##### **Purpose**

The purpose of advertising this tender is to appoint service providers to the existing panel ending on 04/04/2026 that can provide the above-mentioned plant and equipment, as and when the municipality needs these equipment, vehicles, and machinery. This is to narrow the shortage gap that the municipality is facing in terms of not having all the necessary plant and equipment to meet its service delivery mandate to the community.

The municipality will on a rotation basis and on an as and when required basis call on successful service providers to supply and deliver plant and equipment to certain areas in the jurisdiction of the municipality.

##### **Important aspects of the tender**

###### **1. Physical verification**

Physical verification of the plant and equipment may be conducted during and after the evaluation process. The plant and equipment will be verified by checking the ownership of the plant & equipment against the owners/directors of the company, and against the name of the business. This means that if the plant & equipment is registered under the company's name or its directors it will be deemed as owned plant and equipment. **(NB: Certified Ownership certificates to be attached/ certificate of registration, to be attached)**

### **2. Breakdowns (48 hour rule)**

- Plant and Equipment breakdowns must be reported immediately to the Dannhauser Municipality official on-site
- All breakdowns of plant & equipment must be sorted out within 48 hours when and if the plant & equipment has an order and is on site.

### **3. Working hours**

- Normal working hours should be between 8am-4pm (8 hours a day)
- Should more hours be worked beyond 4pm, they should not exceed the order amount.

### **4. Work completion sheet**

- On each day a work completion sheet must be completed and signed.
- The driver or operators of the plant and equipment must make sure that they sign and the official of the municipality signs off the day as well.

### **Rates to be quoted**

1. 10 Ton Crawler Excavators
  - ❖ Must be quoted on an hourly basis
2. Pad Foot Roller/ Vibratory Roller
  - ❖ Must be quoted on an hourly basis
3. TLB 4x4
  - ❖ Must be quoted on an hourly basis
4. 10 m<sup>3</sup> Tipper trucks
  - ❖ Must be quoted on an hourly basis
5. Graders 140 G
  - ❖ Must be quoted on an hourly basis
6. Water Tank 10 000L
  - ❖ Must be quoted on an hourly basis
7. Dozers Normal D7
  - ❖ Must be quoted on an hourly basis
8. Compactor Waste Removal Trucks 10 m<sup>3</sup>
  - ❖ Must be quoted on an hourly basis
9. Low Bed Trailer
  - ❖ Must be quoted on an hourly basis
10. Bobcat
  - ❖ Must be quoted on an hourly basis
11. Work Compactor

- ❖ Must be quoted on an hourly basis

12. Honey Sucker 10 000L

- ❖ Must be quoted on an hourly basis

13. 10 Ton drop side Truck

- ❖ Must be quoted on an hourly basis

### **Location**

Successful service providers will be allocated across the whole area of Dannhauser Municipality.

The plant and equipment will be required to work at various places within the allocated zones. The plant and equipment may be required to work at the municipality:

- Landfill sites
- Quarries
- Roads (Gravelling purposes)
- Roads (Construction purposes)
- Anyplace the municipality may require within the designated Zones.

### **Driver and Operators**

- Bidders must provide their own drivers and operators, the municipality will not provide drivers or operators for them
- Bidders must attach a Certified I.D Copy, Certified Driver's license, certified operator's license and PDP (if required) for all their drivers and/or operators, relevant to the Plant and Equipment tendered for. This will also form part of the evaluation process.
- All drivers and operators must have a minimum of two years' experience.

### **Fuel and Maintenance**

- It will be the duty of the bidder to ensure that their plant and equipment is fuelled up prior to work.
- Maintenance of the plant and equipment will also be the responsibility of the bidder. The municipality will not be held liable for breakdowns and negligent injuries on duty by the bidder's personnel.
- Should fuel run out or a breakdown occur, the 48 hour rule will apply.

### **Condition of vehicles, equipment and plant**

- All plant and equipment must be subjected to a road worthiness inspection before the bid is awarded. The bidder must provide a list of vehicle registration numbers or serial numbers if applicable of all plant and equipment applicable to the bid. All plant and equipment will be subjected to an annual road worthy inspection by the Municipality.
- The bidder must attach a registration certificate and road worthy certificate issued in terms of the National Road Traffic Act of 1996
- All vehicles, equipment and plant must have a workable hour meter.

### **Attachments**

- Bidders are encouraged to attach their documents in a tidy and neat manner, so that documents are not lost.
- Binding of attachment documents with the tender document is encouraged.

**9. Price Schedule (Bill of Quantities)**

- Bidders must price for Plant and Equipment that they own or their company owns. If renting the plant then bidders must specify where they are renting the plant. **Attach a lease agreement if need be. (NB: BIDDERS MUST NOT BID FOR PLANT & EQUIPMENT THEY DO NOT OWN OR SHOW PROOF OF RENTAL).**
- Prices must be quoted for a period of 3-years. Each year prices must be fixed.
- Bidders must classify if they own the plant & Equipment. If they are Renting the plant & Equipment they must specify as well. The following details must also be mentioned, the name of the company they are renting from; location of the company and contact details.
- The numbers 1, 2, 3, 4 on the names of the plant & equipment reflect the quantity of the plant & Equipment that bidders must show. (E.G: 1 means you have one of the Plant & Equipment; 2 mean you have two of the Plant & Equipment etcetera.)

**Excavator**

Year 2

<b><u>Excavators</u></b>	<b><u>Owning or Renting</u> (State: Own for owning or Rent for Renting)</b>	<b><u>Registration; Make &amp; Model</u></b>	<b><u>Rate per hour</u></b>
<b><u>1</u></b>			
<b><u>2</u></b>			
<b><u>3</u></b>			
<b><u>4</u></b>			

Year 3

<b><u>Excavators</u></b>	<b><u>Owning or Renting</u> (State: Own for owning or Rent for Renting)</b>	<b><u>Registration; Make &amp; Model</u></b>	<b><u>Rate per hour</u></b>
<b><u>1</u></b>			
<b><u>2</u></b>			
<b><u>3</u></b>			
<b><u>4</u></b>			

**Renting Details:**

Name of company/Person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details

## Request for Proposal – Hiring of Plant and Equipment - TD00

### Rollers

Year 2

<u>Rollers</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Year 3

<u>Rollers</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Renting Details:

Name of company/Person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

### TLB

Year 2

<u>TLB/JCB</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

## Request for Proposal – Hiring of Plant and Equipment - TD00

Year 3

<u>TLB/JCB</u>	<u>Owning or Renting</u> (State: Own for owning or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

### Tipper Trucks

Year 2

<u>Tipper Trucks</u>	<u>Owning or Renting</u> (State: Own for owning or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per Load</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Year 3

<u>Tipper Trucks</u>	<u>Owning or Renting</u> (State: Own for owning or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per Load</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

## **Request for Proposal – Hiring of Plant and Equipment - TD00**

### Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

### **Graders**

Year 2

<b><u>Graders</u></b>	<b><u>Owning or Renting</u></b> (State: Own for owning or Rent for Renting)	<b><u>Registration; Make &amp; Model</u></b>	<b><u>Rate per hour</u></b>
<b><u>1</u></b>			
<b><u>2</u></b>			
<b><u>3</u></b>			
<b><u>4</u></b>			

Year 3

<b><u>Graders</u></b>	<b><u>Owning or Renting</u></b> (State: Own for owning or Rent for Renting)	<b><u>Registration; Make &amp; Model</u></b>	<b><u>Rate per hour</u></b>
<b><u>1</u></b>			
<b><u>2</u></b>			
<b><u>3</u></b>			
<b><u>4</u></b>			

### Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

**Water Tankers**

Year 2

<b><u>Watercarts</u></b>	<b><u>Owning or Renting</u> (State: Own for owning or Rent for Renting)</b>	<b><u>Registration; Make &amp; Model</u></b>	<b><u>Rate per hour</u></b>
<b><u>1</u></b>			
<b><u>2</u></b>			
<b><u>3</u></b>			
<b><u>4</u></b>			

Year 3

<b><u>Watercarts</u></b>	<b><u>Owning or Renting</u> (State: Own for owning or Rent for Renting)</b>	<b><u>Registration; Make &amp; Model</u></b>	<b><u>Rate per hour</u></b>
<b><u>1</u></b>			
<b><u>2</u></b>			
<b><u>3</u></b>			
<b><u>4</u></b>			

**Renting Details:**

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

**Bull Dozers**

Year 2

<b><u>Front End Loaders</u></b>	<b><u>Owning or Renting</u> (State: Own for owning or Rent for Renting)</b>	<b><u>Registration; Make &amp; Model</u></b>	<b><u>Rate per hour</u></b>
<b><u>1</u></b>			
<b><u>2</u></b>			
<b><u>3</u></b>			
<b><u>4</u></b>			

## Request for Proposal – Hiring of Plant and Equipment - TD00

Year 3

<u>Front End Loaders</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details

### Compactor Waste Removal Trucks 10 m<sup>3</sup>

Year 2

<u>Dozers</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Year 3

<u>Dozers</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

## Request for Proposal – Hiring of Plant and Equipment - TD00

### Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

### Compactor

Year 2

<u>Compactor Trucks</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Year 3

<u>Compactor Trucks</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

### Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

## Request for Proposal – Hiring of Plant and Equipment - TD00

### Low Bed Trailer

Year 2

<u>Low Bed Trucks</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per km</u>	<u>Flat Rate</u>
<u>1</u>				
<u>2</u>				
<u>3</u>				
<u>4</u>				

Year 3

<u>Low Bed Trucks</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per km</u>	<u>Flat Rate</u>
<u>1</u>				
<u>2</u>				
<u>3</u>				
<u>4</u>				

Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

### HONEY SUCKER 10 000L

Year 2

<u>Drop Side Trucks</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

## Request for Proposal – Hiring of Plant and Equipment - TD00

Year 3

<u>Drop Side Trucks</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

### Bobcat

Year 2

<u>Jet Combination unit</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Year 3

<u>Jet Combination unit</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

## Request for Proposal – Hiring of Plant and Equipment - TD00

### Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

### **10 -12 Ton Crawler Excavators**

Year 2

<u>Jet Combination unit</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Year 3

<u>Jet Combination unit</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

### Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

## Request for Proposal – Hiring of Plant and Equipment - TD00

### Pad Foot Rollers

Year 2

<u>Jet Combination unit</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Year 3

<u>Jet Combination unit</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

### 10 Ton drop side Truck

Year 2

<u>Jet Combination unit</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

## Request for Proposal – Hiring of Plant and Equipment - TD00

Year 3

<u>Jet Combination unit</u>	<u>Owing or Renting</u> (State: Own for owing or Rent for Renting)	<u>Registration; Make &amp; Model</u>	<u>Rate per hour</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			

Renting Details:

Name of company/person: \_\_\_\_\_

Location of company: \_\_\_\_\_

Contact person: \_\_\_\_\_

Contact details: \_\_\_\_\_

(\*If renting from more than one company/person please attach such details)

**Bidders must name all their plant & equipment below too:**

<u>No.</u>	<u>NAME OF PLANT AND EQUIPMENT</u>	<u>QUANTITY</u>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

## Request for Proposal – Hiring of Plant and Equipment - TD00

13		
14		
15		
16		
17		
18		
19		
20		
	<b>TOTAL PLANT AND EQUIPMENT</b> (Owned & Hired)	_____

### 10. INSTRUCTION TO TENDERERS

**NOTE:** IT IS VERY IMPORTANT THAT ALL TENDER CONDITIONS ARE STRICTLY ADHERED TO, AS FAILURE TO DO SO SHALL INVALIDATE THE TENDER

1. **No Tender will be considered unless submitted on Council's Official Tender Document.**
2. It should be noted that any portion of the Tender Document not completed should be regarded as not applicable.
3. A Tender submitted by:
  - 3.1 A registered **Company** may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorising the Tender to be made and the signatory to sign the Tender on the Company's behalf.
  - 3.2 A registered **Close Corporation** may not be considered unless accompanied by written authority from all the members of the Close Corporation authorising the Tender to be made and the signatory to sign the Tender on the Close Corporation's behalf.
  - 3.3 A **Partnership** may not be considered unless duly signed by all partners or any one or more parties duly authorized thereto to Power of Attorney by the other parties, copy of which should accompany this Tender document.
  - 3.4 A **Trust** may not be considered unless duly signed by all trustees authorising the Tender to be made and the signatory to sign the Tender on the Trust's behalf.
  - 3.5 A Tender submitted for and on behalf of a **Company or Close Corporation** to be formed or in the course of formation shall not be considered unless accompanied by a written guarantee from the signatory, accepting in his personal capacity full responsibility for all performances due under these Conditions of Tender should the Company or Close Corporation not be registered and/or adopt this Contract. Should the Council accept such a Tender and such registration and adoption not take place within three months of the date of Council's acceptance, the aforesaid Company or Close Corporation to be formed or in the course of formation, shall deemed not have registered nor the contract adopted then the signatory shall be regarded as the Tenderer / Contractor and shall be responsible for all due performances under this Tender, failing which the Council shall be entitled to enforce the aforesaid written guarantee against the signatory.
4. The **Joint Venture Agreement** must be submitted with the Tender document detailing the split of responsibilities in terms of the Tender specifications, ie: percentage of work to be performed by each partner. All parties to the Joint Venture Agreement must be registered and verified on the Dannhauser Municipality Supplier Database. Only those that are registered and verified before the closing date of the Tender will qualify for preference points
5. Tenders shall be submitted in a sealed envelope, clearly marked with the relevant Tender number and description, in the officially marked **tender box at the Dannhauser Municipality Office at 8 Church Street, Dannhauser, 3080 , before 12 noon on 29/04/2024.**

6. Any Tender submitted shall remain valid, irrevocable and open for written acceptance for a period of **one hundred and twenty (120) days** from the closing date. The submission of a Tender shall be deemed to constitute a Contract between Council and the Tenderer whereby the latter agrees not to withdraw his Tender or to amend it or derogate from its effect during the aforesaid period of one hundred and twenty (120) days.
7. The Council reserves the right to accept all, some, or none of the Tenders submitted either wholly or in part – and it is not obligated to accept the lowest tender
8. Council shall not consider Tenders, which are received after the closing date and time.
9. **The Council retains the right to call for any additional information it may deem necessary.**
10. The Council will not be held responsible for any expenses incurred by the Tenderer in preparing and submitting Tenders.
11. **Dannhauser Municipality Vendor/Supplier Database**

Registration on the Dannhauser Municipality Vendor Database will be applicable to all tenders. No awards will be made to a company if they are not registered on the Dannhauser Municipality's Vendor Database. Tenders must be registered within 7 days of being requested to do so. Registration Forms may be collected from the Supply Chain Management Office, Dannhauser (Tel no. 034 621 2666)

Notice is hereby given that it is each vendor's responsibility to keep all their information updated on the Dannhauser Municipality's Vendor Database so that quality records are maintained to ensure compliance. If any critical information i.e., Tax clearance certificate, CIDB, IRP30 etc. is not valid then transactions with the vendor will be suspended until such time the correct verified information is received.
12. This Tender will be adjudicated in terms of the Supply Chain Management Policy.
13. If a Tenderer or Contractor, or any person employed by him is found to have either directly or indirectly, promised or given to any Councillor or person in the employ of the Council, any commission, gratuity, gift or other consideration, the Council shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/or additional cost or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tenderer or Contractor.
14. A Tender shall not in any way communicate with a member of the Council or with any officer of the Council on a question affecting any contract for the supply of goods or for any work undertaking or service which is the subject of a Tender during the period between the closing date or receipt of Tenders and the dispatch of the written notification of the Council's decision on the award of the contract, provided that a Tenderer shall not hereby be precluded:
  - 14.1 At the request of the Head of a Council Department or his authorized representative from furnishing him with additional information, or with a sample of specimen for testing purposes

or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract to be formulated;

- 14.2 From obtaining from the Municipal Manager or his authorized representative information as to the date upon which the award of the contract is likely to be made or, after the decision upon the award has been made by the Council or any Committee to which the Council has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of Tenders or from submitting to the Municipal Manager in writing any communication relating to his Tender or award of the contract or a request for leave to withdraw his Tender, and provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from a Councillor in regard to any decision taken at an open Council meeting.
15. The Tenderer shall complete and sign the **Tender Form**. Failure to complete the form shall invalidate the Contractor's offer.
16. The Council's Representative for the purpose of this Tender shall be:
- ❖ Mr. MS Sithole: Municipal Manager : 034 621 3080 during working hours
  - ❖ Ms. NTP Koza: Supply Chain: 034 621 3080 during working hours
17. PLEASE NOTE – EXTRACTS FROM THE MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY:
- 17.1 (43) (1) the accounting officer must-
- 17.1.1 (a) take all reasonable steps to prevent abuse of the supply chain management system;
- 17.1.2 (b) investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified –
- i. Take appropriate steps against such official or other role player; or
  - ii. Report any alleged criminal conduct to the South African Police Services;
- 17.1.3 (c) check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- 17.1.4 (d) reject any bid form a bidder –
- i. If any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or
  - ii. Who during the last five years has failed to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;

- 17.1.5 (e) reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
- 17.1.6 (f) cancel a contract awarded to a person if –
- i. The person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
  - ii. An official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- 17.1.7 (g) reject the bid of any bidder if that bidder or any of its directors –
- i. Has abused the supply chain management system of the Municipality or has committed any improper conduct in relation to such system;
  - ii. Has been convicted for fraud or corruption during the past five years;
  - iii. Has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - iv. Has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

## **18 OBJECTIONS, COMPLAINTS, QUERIES AND DISPUTES**

Periods mentioned in this section run concurrently (every period mentioned will run from the same date of notification)

### **18.1 Objections or Complaints**

Persons aggrieved by decisions or actions or actions taken in the implementation of the Municipal Supply Chain Management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

### **18.2 Requests for reasons**

Every Tenderer has a right to request reasons for the award decision in terms of the Promotion of Administrative Justice Act (Act 3 of 2000). Such request must be received within 14 days of the notification of the result.

### **18.3 Dispute Resolution**

Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or, where unsuccessful, in a court of South African law. Where a disagreement or dispute between a Municipal and a Tenderer or Contractor cannot be resolved by mutual discussions, the Municipal Manager shall appoint an independent and impartial person not directly involved in the supply chain to assist in the resolution of the dispute.

### 18.4 Right to Approach a Court

These foregoing provisions do not influence any affected person's rights to approach a Court at any time. The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the Contract shall be settled in the Republic of South Africa.

**Legal correspondence** regarding this tender should be **addressed to the Municipal Manager**. However, correspondence regarding **administrative matters**, complaints and queries may in the first instance be addressed to the Accounting Officer **at 8 Church Street, Dannhauser, 3080**

### 19. COMPLETION OF THE BID DOCUMENT AND FORMS, AND BIDDER SUBMISSIONS:

19.1 Bidders are advised that this document contains the following which shall be completed in black ink by the bidder.

- (i) Data sheets and schedules of prices for the various sections;
- (ii) Forms to be completed by the bidder:
  - Declaration of the organization
  - Authority for signatory
  - Bank reference
  - Schedule of previous contracts completed
  - Alterations to contract by the bidder
  - Declaration by supplier/service provider
  - Bid form (bill of quantities)

19.2 The following need to be submitted by Bidders:

1. Company registration details (CIPC Certificate)
2. Proof of company address
3. Valid Tax clearance (SARS Pin)
4. Certificate of Registration for vehicles
5. Roadworthy certificate for vehicles
6. Drivers Licenses/Operators certificates.
7. Serial numbers of the Plant & Equipment

### 11. RESPONSIVENESS AND EVALUATION CRITERIA

#### 1. RESPONSIVENESS CRITERIA OF SUBMISSIONS

No Tender will be considered by the Dannhauser Municipality unless it meets the following responsiveness criteria:

- 1.1 The Tender must be properly received in a sealed envelope clearly indicating the **description** of the service and the Tender number for which the Tender is submitted.
- 1.2 The Tender must be **deposited in the relevant Tender box** as indicated on the notice of the Tender on or before the closing date and time of the Tender.
- 1.3 The official Tender document must be **fully completed** in indelible ink and must **not be dismembered**. Where the information requested does not apply to the Tenderer and **the space is left blank**, it will be **deemed** to be **not applicable**.
- 1.4 All requested relevant and/or additional documentation **must** be submitted with the Tender on or before the closing date and time.
- 1.5 If the entity submitting a Tender is a **Joint Venture or a Consortium or Partnership**, each party to that formation **must** submit all the above information.
- 1.6 The Tenderer **must** be in **good standing** to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 1.7 Registration with Dannhauser Municipality's Vendor Database (refer to on **Instruction to Tenderers**).
- 1.8 Complies with the **requirements of the Specification**.
- 1.9 Adheres to **Pricing Instructions**.
- 1.10 Complies in full and observes the requirements of the **Notice to Tenderers (if applicable)**.
- 1.11 In addition to the terms and conditions stipulated in this document, for the Tender to be considered responsive, the Tenderer **must** submit the following Tender information:
  - 1.11.1 A fully completed and signed Tender Form;
  - 1.11.2 The Tenderer's Details;
  - 1.11.3 The necessary document authorising the Representative to sign and submit the Tender on the Tenderer's behalf;
  - 1.11.4 The duly completed and signed declaration by Tenderer.

## Request for Proposal – Hiring of Plant and Equipment - TD00

### 2 EVALUATION OF TENDERS

- a) All Tenders received shall be evaluated in terms of the Supply Chain Management Regulations, Dannhauser Municipality Supply Chain Management Policy and the Preferential Procurement Policy Framework Act.
- b) The Council reserves the right to accept all, some, or none of the tenders / Tenders submitted – either wholly or in part – and it is not obligated to accept the lowest Tender

#### 2.1 Functional Evaluation criteria

No.	Functionality Criteria	Owned	Leased	Points
1.	<b>Plant and Equipment:</b> <ul style="list-style-type: none"> <li>Owned (provide proof of ownership, valid logbooks) = 50</li> <li>Rented with proof (lease agreement must be signed by both parties) = 25</li> </ul>	50	25	50
	1. 10-12 Ton Crawler Excavator	5	2	
	2. Pad Foot Roller (10-40 tons)/Vibratory roller (10-12 tons)	3	2	
	3. TLB 4x4	4	2	
	4. 10 m3 Tipper truck	5	2	
	5. Grader 140 G	5	2	
	6. Water Tank 10 000L and above	3	2	
	7. Dozer Normal D7	3	2	
	8. Compactor Waste Removal Trucks 10m <sup>3</sup>	7	3	
	9. Low Bed Trailer	2	1	
	10. Bobcat	3	2	
	11. Work Compactor	2	1	
	12. Honey Sucker 10 000l	5	2	
	13. 10-ton Dropside Truck	3	2	
2.	<b>Drivers Licenses and Operator certificates for All Machines</b> (Drivers must submit CV's and certified operator certificates and licenses)			20
3.	<b>Roadworthy certificates for all Machines</b>			20
4.	<b>Previous supply &amp; delivery of Plant &amp; Equipment</b> Above 3 projects – 10 points Below 3 projects – 5 points Proof: Reference and appointment letter for each project			10
	<b>Total</b>			<b>100</b>

The points obtained for Functionality must be at least 70 out of a maximum of 100. Bidders who obtain less than 70 points will be declared as non-responsive and not evaluated further.

## Request for Proposal – Hiring of Plant and Equipment - TD00

### 3. EVALUTION OF PRICE AND PREFERENCE POINTS

#### 3.1 EVALUATION OF PRICING AND PREFERENCE POINTS

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
<b>The specific goals allocated points in terms of this tender</b>		
<b>Pricing = 80</b>		
<b>Preference Goals 1: Specific goals Ownership (maximum points 10)</b> Enterprises must be at least 51% owned by: black people = 10 points Enterprises less than 51% owned by: black people = 5 points		CIPC registration certificate (Companies and Intellectual Property Commission) / Detailed CSD report / Certified copy RSA Identity document of the director(s).
<b>Preference Goals 2: RDP Goals (Max points = 10)</b> Enterprises address located within: Dannhauser Area = 10 points Enterprises address located within: Amajuba District = 5 points Enterprises address located within: Kwa- Zulu Natal = 3 points Enterprises address located outside: Kwa- Zulu Natal = 1 point		CSD / proof of municipal accounts/affidavit/proof of residence signed by ward Councillor (for those residing in rural areas)

#### 3.2 Award.

##### 3.2.1 Municipality reserves the right to award to a panel of Service Providers

### **12 SPECIAL CONDITIONS OF TENDER AND CONTRACT WHICH SHALL APPLY TO ANY CONTRACT THAT MAY ARISE FORM THIS TENDER**

#### **1 PAYMENTS**

##### **1.1 Standard Payment Terms**

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.

**All invoices must be forwarded to the following address:**

**Dannhauser Municipality, 8 Church Street, Dannhauser, 3080**

##### **1.2 Payments to SMME**

To enhance economic empowerment of SMME's, the following will apply;

- a) On a fourteen (14) day basis up to a maximum of R40 000 bi weekly, provided that all documentation is duly completed and authorized;
- b) No payment to be made to any creditor that is indebted to the municipality for any services fees/rentals; and
- c) Any outstanding amount must be deducted from the payment due to the creditor

#### **2. VALUE ADDED TAX**

**Where the value of an intended contract will exceed R1 000 000, 00 (R 1 million) a tenderer must be registered with the SA Revenue Service for VAT purposes to be able to issue Tax Invoices.**

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The Tender price will read: Total Value of Service excluding VAT.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

**The VAT registration number of the Dannhauser Municipality is (4500199205).**

#### **3. PRICE SCHEDULE**

The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.

### 4. PRICE AJUSTMENT

- 4.1 **No** claim for price escalation will be considered for the **first year**.
- 4.2 Notwithstanding anything to the contrary contained in the Council's Conditions of Tender, Memorandum of Agreement or the Price Schedule, any claim for an increase in the Tender prices herein quoted shall be submitted in writing to the Municipal Manager, Dannhauser Municipality, 8 Church Street, Dannhauser, 3080, in the form of a written letter (not in form of an invoice or a general circular) **before** the said increase is to become effective. This is possible, as the original Tender itself may be based on three-month-old indices, and escalations may likewise be based on three-month-old revised indices. The Council reserves the right to withhold payment of any escalation while only provisional figures is available until the final (revised) figures are issued by the Government's Central Statistical Services. **When submitting any such claim, the Tenderer shall indicate the actual amount claim for each item. A mere notification of a claim for an increase without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.**
- 4.3 Notwithstanding anything to the contrary contained in this contract, the Council reserves the right to request the Tenderer to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for price increases. Should the Tenderer fail to submit such auditor's certificates or the request therefore, it shall be conclusively presumed that the Tenderer has abandoned his claim.
- ### 5. INDEMNITY
- 5.1 The Contractor agrees that the occupational use of Council's premises and buildings shall be at his own risk, and that he acknowledges the risks and dangers inherent therein. The Contractor furthermore acknowledges that the Council and / or its employees shall not be liable or responsible for any loss, liability, damages, accident or injury, whether fatal or otherwise, of whatsoever nature and howsoever arising, whether directly from the permission granted by the Council to execute certain events or otherwise, including but not limited to, the use of the premises and / or buildings, and indemnifies the Council and / or its employees against all and any loss of / or damage to property, or injury or death, and any claim for such loss, damage, injury or death, from any cause whatsoever and howsoever arising, which may be suffered in this regard.
- 5.2 The Contractor and / or its officers, employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the Council for any loss, damage, injury or death which any of them may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through negligence of the Council or its agents or employees) or for:
- 5.2.1 any latent or patent defect in the premises;

- 5.2.2 a fire on the premises;
- 5.2.3 a theft from the premises;
- 5.2.4 the Premises or any part thereof being in a defective condition or state of disrepair;
- 5.2.5 force majeure of causes fortuitous or any other cause either wholly or partly beyond the Council's control;
- 5.2.6 the use of the services offered on the premises;
- 5.2.7 consequential loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractor or the Council to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.
- 5.2.8 any loss or damage whether to persons or property caused by riots, civil commotion, insurrection or actions taken by the Contractors or the Council to mitigate the effect of / or prevent the aforesaid; and any other cause whatsoever.
- 5.3 Save for any wilful acts or omission or gross negligence by the Council, its officers, employees, agents, concessionaires, suppliers and contractors, the Contractor indemnifies the Council and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and / or damage to property arising from or of any occurrence in, upon or at the premises of the occupancy or use by the Contractor of the premises.

## 6. INSURANCE

Without limiting the obligations of the Contractor in terms of this Agreement, the Contractor shall effect and maintain the following insurances, covering:

- a) Public Liability for a minimum coverage of R5 million
  - b) Contract Works for a minimum coverage of R5 million, which shall insure the Contractor against incidental damage to Principal surrounding property and assets while working on Council premises as well as Council assets damaged in the Contractors Workshop facilities or in transit between the Contractors facilities and the relevant Council premises.
- 6.1.2 The Lessee shall insure all its own possessions and equipment kept on the premises, in its own name.
  - 6.2 In the case of an occurrence giving rise to claim (and in accordance with the directives of the insurer); the Contractor shall proceed in the following manner:
    - 6.2.1 Over and above any statutory and / or other requirements contained in the conditions of this agreement, the Council must immediately be notified telephonically (and confirmed by means of a telefax) of the circumstances, nature and estimate of the loss of damage; and
    - 6.2.2 any claim settlement shall be subject to the approval of both the Council and the Contractor.

- 6.2.3 The Council reserves the right to make enquiries regarding the cause and result of any such occurrence giving rise to a claim, and the Contractor shall assist the Council in this regard.
- 6.3 All insurance must remain in force for the duration of this agreement.
- 6.4 Should the Contractor fail to arrange insurance or to maintain it, the Council shall be entitled to arrange for such insurance and to maintain it, and pay the premiums, as may be necessary. Amounts for this purpose are paid by the Council as a debt from the Contractor.
- 6.5 The Contractor hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of the Council (copies of which policies shall be provided to the Council annually, within 7 (seven) days of awarding / acceptance of this contract, as proof that the required insurance exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

### **7. CESSION AND ASSIGNMENT**

The CONTRACTOR will not assign, transfer, charge or in any manner make over, or purport to assign, transfer, charge or make over, this contract or their rights there under or any part thereof, without obtaining the previous consent in writing of the COUNCIL.

### **8. OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993)**

All successful Tenderers, Tendering on items where labour and / or equipment are included, shall enter into an agreement with the council, indemnifying Council from the provisions of the said ACT.

### **9. COMPLIANCE WITH LEGISLATION**

The Contractor is to ensure compliance with the provisions of the OHAS Act & all relevant regulations, by all employees of theirs & other contractors on the site. The Tenderer shall provide a suitable **health and safety plan** appropriate for the contract Tendered for.

The Contractor shall comply with all laws relating to wages conditions generally governing the employment of labour in the Govan Mbeki area.

### **10. WORKMEN'S COMPENSATION**

The Tenderer shall, prior to commencement of any work on site in terms hereof, give written proof that he is registered as an employer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 and the Tenderer shall remain registered as such for the duration of the contract awarded and shall pay all monies due to the Compensations Fund in terms of Section 15 of Act 130 of 1993. Failure to comply will result in the Tenderer being disqualified.

### 13. GOVERNMENT PROCUREMENT: General Conditions of Contract

#### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## GOVERNMENT PROCUREMENT: General Conditions of Contract

### GENERAL CONDITIONS OF CONTRACT

#### 1 DEFINITIONS

**The following terms shall be interpreted as indicated:**

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the 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 “Contract practice” means the offering, giving, receiving, or soliciting of anything 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 goods are so delivered and a valid receipt is obtained.
- 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” mean the General Conditions of Contract.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

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

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

#### **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.
- 3.1 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

#### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of contract documents and information inspection**

- 5.1 The 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 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.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

#### **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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will best in the municipality / municipal entity.

#### **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
  - 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.

#### **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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 and 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 22 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 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.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

- 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, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents
  - 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance
  - 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation
  - 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services
  - 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
    - a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
    - b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
    - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
    - d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the 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.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

#### **14. Spare parts**

- 14.1 As specified, 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 uses 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.
- 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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the 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**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

#### **17. Prices**

- 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 or in the purchaser's request for bid validity extension, as the case may be.

#### **18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

#### **19. Assignment**

- 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.

#### **20. Subcontracts**

- 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.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

#### **21. Delays in the supplier's performance**

- 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.
- 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 on 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, without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract shall quantities or to have minor essential services executed if any emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 the GCC Clause 23.

### GOVERNMENT PROCUREMENT: General Conditions of Contract

#### **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 judgement 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

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 be 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clause 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 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.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

### **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful 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.

### **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 furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to proper service of such notice.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

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 contracts shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

#### **33. Transfer of contracts**

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

#### **34. Amendment of contracts**

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

#### **35. Prohibition of restrictive practices**

35.1 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.

35.2 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 section 59 of the Competition Act No 89 of 1998.

### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

- 35.3 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 terminated 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.

## 14. FORM OF OFFER

**THE FOLLOWING PARTICULARS MUST BE FURNISHED**

**(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER .....

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER:.....

FACSIMILE NUMBER CODE .....NUMBER.....

VAT REGISTRATION NUMBER .....

TAX PIN .....

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE  
GOODS/SERVICES OFFERED BY YOU? YES/NO .....

IF YES ENCLOSE PROOF)

TOTAL BID PRICE R.....

(IN WORDS).....

.....

SIGNATURE OF BIDDER .....

DATE.....

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

WITNESSES:

1. NAME.....

ID NUMBER.....

SIGNATURE.....

2. NAME.....

ID NUMBER.....

SIGNATURE.....

### 15. MBD4: DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company registration number:.....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

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

\* MSCM Regulations: “in the service of the state” means to be –

\_\_\_\_\_

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

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

3.9.1 If so, furnish particulars.

.....

3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

If so, furnish the following particulars:

.....

3.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If so, furnish particulars.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

3.14.1 If yes, furnish particulars:.....

**Request for Proposal – Hiring of Plant and Equipment - TD00**

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**16. MBD 6.1: PREFERENCE POINTS CLAIM**

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goals must not exceed 100.	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that Specific goals points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

**2. DEFINITIONS**

- ### 3. POINTS AWARDED FOR PRICE

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

Where

$P_{min}$  = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, Specific goals points must be awarded to a bidder in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
<b>Pricing = 80</b>		
<b>Preference Goals 1: Specific goals Ownership (maximum points 10)</b> Enterprises must be at least 51% owned by: black people = 10 points Enterprises less than 51% owned by: black people = 5 points		CIPC registration certificate (Companies and Intellectual Property Commission) / Detailed CSD report / Certified copy RSA Identity document of the director(s).
<b>Preference Goals 2: RDP Goals (Max points = 10)</b> Enterprises address located within: Dannhauser Area = 10 points Enterprises address located within: Amajuba District = 5 points Enterprises address located within: Kwa- Zulu Natal = 3 points Enterprises address located outside: Kwa- Zulu Natal = 1 point		CSD / proof of municipal accounts/affidavit/proof of residence signed by ward Councillor (for those residing in rural areas)

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 2.5 Points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?  
(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-

## Request for Proposal – Hiring of Plant and Equipment - TD00

- contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

#### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

#### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

**8.8** Total number of years the company/firm has been in business:.....

**8.9** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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 only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1. ....
- 2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

**17. MBD 7.1  
CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.  
NAME (PRINT) .....

WITNESSES	
1	.....
2	.....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

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WITNESSES

1 .....

**18. MUNICIPAL RATES AND SERVICES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach copy/copies of Municipal Account(s)**

**DECLARATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## Request for Proposal – Hiring of Plant and Equipment - TD00

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### 19. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs ..... acting in his/her capacity as ..... of the business trading as ..... to sign all documentation in connection with Tender .....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

## 20. MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## Request for Proposal – Hiring of Plant and Equipment - TD00

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

### **21. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

Dannhauser Local Municipality

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

## Request for Proposal – Hiring of Plant and Equipment - TD00

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

<sup>3</sup> 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.

### 22. DECLARATION

7. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (iv) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (v) General Conditions of Contract; and
- (vi) Other (specify)

8. I confirm that I am duly authorised to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

# Request for Proposal – Hiring of Plant and Equipment - TD00

## 23. PREVIOUS EXPERIENCE

Annexure A

PLEASE INDICATE ALL RELEVANT PAST/CURRENT EXPERIENCE APPLICABLE TO THIS TENDER

(Please indicate the number of years, although you previously work for the Municipality. Allocation of points will be based on the information submitted with your document)

No	Details
1	<p><b>Brief Description of Contract</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:  <b>R</b> _____</p> <p>Principal (Employer / Awarder of Contract):            _____            (Company / Institution)            Contact Person at Principal:            _____            (First name or Initials &amp; Surname)            Telephone Number:            _____</p>
2	<p><b>Brief Description of Contract</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:  <b>R</b> _____</p> <p>Principal (Employer / Awarder of Contract):            _____            (Company / Institution)            Contact Person at Principal:            _____            (First name or Initials &amp; Surname)            Telephone Number:            _____</p>
3	<p><b>Brief Description of Contract</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:  <b>R</b> _____</p> <p>Principal (Employer / Awarder of Contract):            _____            (Company / Institution)            Contact Person at Principal:            _____            (First name or Initials &amp; Surname)            Telephone Number:            _____</p>
4	<p><b>Brief Description of Contract</b></p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total <b>Value</b> of Contract awarded to you:  <b>R</b> _____</p> <p>Principal (Employer / Awarder of Contract):            _____            (Company / Institution)            Contact Person at Principal:            _____            (First name or Initials &amp; Surname)            Telephone Number:            _____</p>

**24. Record of Addenda to Tender Document**

**Annexure B**

The Tenderer has attached to this Schedule, the following additional documentation		
	<b>Date of Document</b>	<b>Title of Document or Description</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

Attach additional pages if more space is required.

**X**

\_\_\_\_\_  
Signature (THUS DONE AND SIGNED)  
for and on behalf of the Tenderer/Contractor