



# **NKANGALA DISTRICT MUNICIPALITY**

**PROJECT NO.**

**SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND  
EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY**

## **TENDER DOCUMENT**

**ISSUED BY:** Nkangala District Municipality  
2A Walter Sisulu Street  
MIDDELBURG  
1050

**NAME OF TENDERER:** .....

**CSD NUMBER:** .....



## NKANGALA DISTRICT MUNICIPALITY



### PROJECT NO.

### SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY

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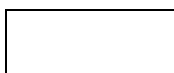
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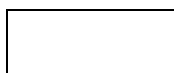
- C3 Scope of Work

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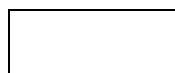
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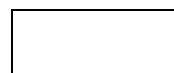
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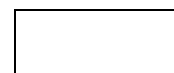
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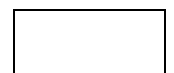
Witness 2



Employer



Witness 1



Witness 2



## NKANGALA DISTRICT MUNICIPALITY



**PROJECT NO.**

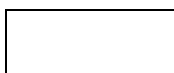
**SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR  
THEMBISILE HANI LOCAL MUNICIPALITY**

### TENDERING PROCEDURES

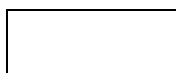
#### THE TENDER

##### **Part T1: Tendering Procedures**

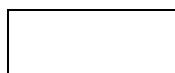
- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data



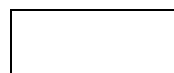
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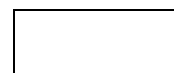
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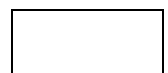
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Employer



Witness 1



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## NKANGALA DISTRICT MUNICIPALITY



### PROJECT NO.

### SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY

#### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Nkangala District Municipality Invites Tenders from the suitably qualified Tenderers who meet the prescribed requirements for the SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY.

Tender documents can be downloaded free of charge from the e-TENDER website: [www.etenders.gov.za](http://www.etenders.gov.za) from the 20<sup>th</sup> of August 2020, but must be printed in the prescribed colours failure which tenders will be disqualified.

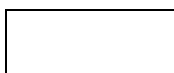
A Compulsory tender briefing meeting will NOT be held for the project, but tender related enquiries will be welcomed up to and until one day before the closing of tenders.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the description: **SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY** and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than **12h00 on 18 September 2020**. The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

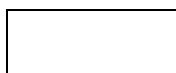
Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part.

Procurement related enquiries may be directed to the Supply Chain Unit from the Nkangala District Municipality at 013-249-2104 / 05 / 06 while Technical enquiries may be directed to 013 249 2004/2026.

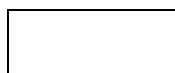
**Ms. M.M. Skosana**  
**Municipal Manager**



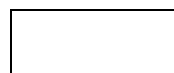
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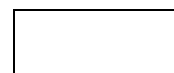
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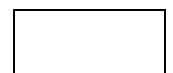
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Employer



Witness 1



Witness 2



## TENDER DATA

1.	The Employer is: Nkangala District Municipality P.O Box 437 Middelburg 1050			
2.	<p>Tender Documents</p> <p><b>Tendering Procedures</b> Tender notice and invitation to tender Tender data</p> <p><b>Returnable Documents</b> List of Returnable Documents</p> <p><b>The Contract</b> <b>Agreements and Contract data</b> Forms of Offer and Acceptance Contract Data</p> <p><b>Pricing Data</b> Pricing Instruction Bill of Quantities</p> <p><b>Terms of Reference</b> Terms of Reference</p> <p><b>Additional Relevant Documents</b> Supply Chain Management Policy</p>			
3.	<p><b>Interpretation</b></p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>			
4	<p><b>Communication.</b></p> <p>The Employer's Representative is;</p> <table border="1"><tr><td><p><b><u>Accounting Officer;</u></b> <b>M.M Skosana</b> P. O. Box 437 Middelburg 1050. Tel : 013 249 2000</p></td><td><p><b><u>Procurement Enquiries.</u></b> <b>S.A Mashaba</b> P.O. Box 437 Middelburg 1050 013 249 2104</p></td><td><p><b><u>Technical Enquiries.</u></b> <b>D.J.D Mahlangu</b> P.O. Box 437 Middelburg 1050 Tel : 013 249 2004/2026</p></td></tr></table>	<p><b><u>Accounting Officer;</u></b> <b>M.M Skosana</b> P. O. Box 437 Middelburg 1050. Tel : 013 249 2000</p>	<p><b><u>Procurement Enquiries.</u></b> <b>S.A Mashaba</b> P.O. Box 437 Middelburg 1050 013 249 2104</p>	<p><b><u>Technical Enquiries.</u></b> <b>D.J.D Mahlangu</b> P.O. Box 437 Middelburg 1050 Tel : 013 249 2004/2026</p>
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Consultant

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Witness 2

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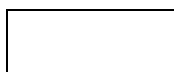
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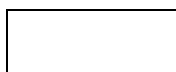
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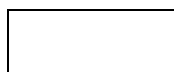
4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.
5	<b>The Employer's right to accept or reject any tender offer</b>  The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District Municipality.
6	<b>Tenderer Obligations</b>
6.1	The Council retains the right to call for any additional information that it may deem necessary
6.2	If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss
6.3	If a Tenderer, or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to 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 costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.
6.4	At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or 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 be formulated,
7	<b>Compensation of tendering</b>  The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
9	<b>Check documents</b>  The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.



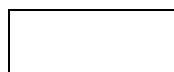
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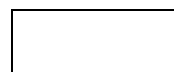
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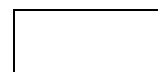
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Employer



Witness 1



Witness 2



10	<b>Confidentiality and Copyright of Documents.</b>  Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
11	<b>Eligibility</b>  Only those tenderers who have done similar projects.
12	<b>Clarification Meeting</b>  <b>A Compulsory clarification meeting will NOT be held for the project. However, project enquiries are welcomed up to and until a day before the closing of tenders.</b>
13	<b>Submitting tender offer:</b>
13.1	No Tender document will be considered unless submitted on Council's Official Tender Document
13.2	Return all the returnable documents to the employer after completing them.
13.3	Tenders must be deposited in the tender box clearly marked: <b>Supply, Delivery and Registration of Plant and Equipment for Thembekele Hani Local Municipality.</b>  <b>Location of tender Box:</b> Main Entrance Ground floor Nkangala District Municipality Building <b>Physical Address:</b> Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg 1050.  Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered
13.4	All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
13.5	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.
14	<b>Closing Time:</b>
14.1	The time and location for opening of the Tender offers are:  <b>Closing Time: 12h00</b> <b>Closing Date: 18 September 2020</b> <b>Location: Nkangala District Municipality</b> <b>2A Walter Sisulu Street</b> <b>Middelburg</b> <b>1050</b>  Tenders will be opened in public at the same time.

Consultant

Witness 1

Witness 2

Employer

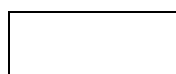
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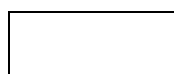
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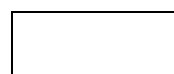


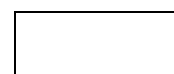
14.2	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.								
15	<b>Pricing the tender</b>  State the rates and prices in Rand								
16	<b>Alterations to the Tender Documents.</b>  <b>No</b> alterations may be made to the tender document issued by the employer.  Proposals and any other supporting documents must be attached to the back of this tender document								
17	<b>Alternative tender offer.</b>  No alternative tender offers will be considered or accepted  Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.								
18	<b>Tender Offer Validity</b>  The Tender offer validity period is 90 days from the closing date.								
19	<b>Tender clarification after submission</b>  A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.								
20	<b>Tender evaluation points</b>  The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 point system shall be applicable.  Preference points for this bid shall be awarded for:  (a) Price; and (b) B-BBEE Status Level of Contribution.								
21	The maximum points for this bid are allocated as follows: <table><tr><td></td><td><b>POINTS</b></td></tr><tr><td><b>PRICE</b></td><td><b>80</b></td></tr><tr><td><b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b></td><td><b>20</b></td></tr><tr><td><b>Total points for Price and B-BBEE must not exceed</b></td><td><b>100</b></td></tr></table>		<b>POINTS</b>	<b>PRICE</b>	<b>80</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>	<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
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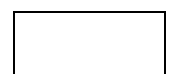
  
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Witness 2

  
Employer

  
Witness 1

  
Witness 2





22	<p><b>Evaluation of Tenders</b></p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the NDM.</p>
22.1	<p><b>The following steps will be followed in evaluation;</b></p> <ol style="list-style-type: none"> <li>1. Determination of whether or not tender offers are complete.</li> <li>2. Determination of whether or not tender offers are responsive.</li> <li>3. Determination of the reasonableness of tender offers.</li> <li>4. Confirmation of the eligibility of preferential points claimed by tenderers.</li> <li>5. Determination of expertise and experience of tenderers.</li> <li>6. Awarding of points for financial offer.</li> <li>7. Ranking of tenderers according to the total points</li> <li>8. Performance of risk analysis by checking the credit record of the tenderers</li> </ol>
22.2.1	<p><b>Technical adjudication and General Criteria</b></p> <ul style="list-style-type: none"> <li>▪ Tenders will be adjudicated in terms of inter alia:</li> <li>▪ Compliance with Tender conditions</li> <li>▪ Technical specifications</li> </ul> <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants <b>REJECTION OF THE TENDER</b>, for example</p> <ul style="list-style-type: none"> <li>▪ A copy of a Valid Tax Clearance Certificates. (<b>Copy of a letter from SARS indicating Tenderer's SARS reference or login number and pin</b> must be attached to the Tender document).</li> <li>▪ Pages not duly completed, removed from the Tender document, and have therefore not been submitted.</li> <li>▪ If tender document is not fully completed as required and as stipulated in the tender data.</li> <li>▪ If any tender document is tempered with or it is unbundled or unbundled.</li> <li>▪ Failure to complete the schedule of quantities as required – only lump sums provided.</li> <li>▪ Scratching out without initialling next to the amended rates or information.</li> <li>▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.</li> <li>▪ Failure to attend compulsory site inspections</li> </ul>

Consultant

Witness 1

Witness 2

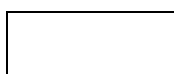
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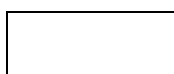
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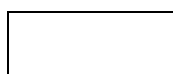
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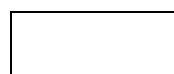


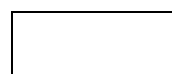
	<ul style="list-style-type: none"> <li>▪ The Tender has not been properly signed by a party having the authority to do so, according to the <b>Form D – “Authority for Signatory”</b></li> <li>▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.</li> <li>▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.</li> <li>▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.</li> <li>▪ Failure to attach required and specified documents</li> <li>▪ The Tender has been submitted after the relevant closing date and time.</li> <li>▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance</li> <li>▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.</li> <li>▪ If any Tenderer 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 Tenderer that performance was unsatisfactory.</li> </ul>
22.2.2	<b>Staffing profile</b>  Evaluation of the Tenderer’s position in terms of: <ul style="list-style-type: none"> <li>▪ Staff available for this contract being Tendered for</li> <li>▪ Qualifications and experience of key staff to be utilised on this contract.</li> </ul>
22.2.3	<b>Previous experience</b>  The procedure for the evaluation of responsive Bids will be on the minimum number of projects specified in this document, in terms of functionality.
22.2.4	The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.
22.2.5	<b>Financial ability to execute the contract</b>  Evaluation of the Tenderer’s financial ability to execute the contract. Emphasis will be placed on the following: <ul style="list-style-type: none"> <li>▪ Warranty</li> </ul>
22.2.6	<b>Good standing with SA Revenue Services</b> <ul style="list-style-type: none"> <li>▪ Determine whether an original valid tax clearance certificate has been submitted.</li> <li>▪ The Tenderer <b>must</b> a copy of a Valid Tax Clearance Certificates or a <b>Copy of a letter from SARS indicating Tenderer’s SARS reference or login number and pin.</b></li> </ul>

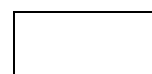
  
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Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



22.2.7	If the Tender does <b>not</b> meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.
22.2.8	<p><b>Penalties</b></p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"><li>▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li><li>▪ Impose a financial penalty at the discretion of Council</li><li>▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years</li></ul>
23	<p><b>The additional conditions of Tender are:</b></p> <ol style="list-style-type: none"><li>1. Nkangala District Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li><li>2. The Nkangala District Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</li></ol>

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



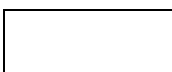
### Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

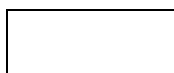
If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example

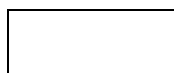
- A copy of a Valid Tax Clearance Certificates or a **Copy of a letter from SARS indicating Tenderer's SARS reference or login number and pin** must be attached to the Tender document.
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with.
- Failure to complete the schedule of quantities as required.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- Failure to attend compulsory site inspections
- The Tender that has not been properly signed by a party having the authority to do so, according to the **Form D – "Authority for Signatory"**
- Where a Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company is not signed and/or attached.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- Failure to attach required and specified documents
- The Tender has been submitted after the relevant closing date and time
- Failure to complete and sign Form C1.1 Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer 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 Tenderer that performance was unsatisfactory.



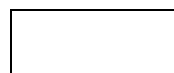
Consultant



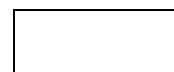
Witness 1



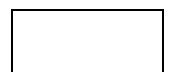
Witness 2



Employer



Witness 1



Witness 2



	<p><b>Good standing with SA Revenue Services</b></p> <ul style="list-style-type: none"><li>▪ Determine whether tax clearance information has been submitted.</li><li>▪ The Tenderer <b>must attach Tax access information to enable electronic access by NDM (username/pin)</b></li></ul> <p>If the Tender does <b>not</b> meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p><b>Penalties</b></p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"><li>▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li><li>▪ Impose a financial penalty at the discretion of Council</li><li>▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years</li></ul>						
F.3.11.5	<p><b>Evaluation Method 4</b></p> <p>Which entails the balance between financial offer, preferences and Quality and 80/20 points system, will be adopted.</p>						
F.3.11.6	<p><b>Evaluation Criteria</b></p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table><tr><td>Submission of Critical Specified documents</td><td>60</td></tr><tr><td>Experience of Firm on similar or comparable projects</td><td>40</td></tr><tr><td>Sub-Total</td><td>100</td></tr></table>	Submission of Critical Specified documents	60	Experience of Firm on similar or comparable projects	40	Sub-Total	100
Submission of Critical Specified documents	60						
Experience of Firm on similar or comparable projects	40						
Sub-Total	100						

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Tenderer's tender responsiveness in relation to points is therefore summarized as follows:

Submission of Critical Specified documents	60
Experience of Firm on similar or comparable projects	40
Sub-Total	100

**A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and BBB-EE evaluation.**

Evaluation Criteria	Description	Elimination Factor	Maximum Points obtainable	Points Claimed
	Warranty Plan (Refer to Note 1 on page 2.11)	Yes	30	
	Breakdown of Service Maintenance (Refer to Note 2 on page 2.11)	Yes	30	
<b>Sub-Total</b>			<b>60</b>	
<b>Company Experience in Similar or Comparable projects (Refer to Note 3 on page 2.11)</b>		<b>Elimination Factor</b>	<b>Maximum Points obtainable</b>	<b>Points Claimed</b>
Number of Trucks, or Earth Moving Equipment Supply Projects Successfully Executed e.g. Water/Sewer Tanker Trucks, Tipper Trucks, other Trucks heavy duty Trucks, Graders, TLB, Rollers, Loader, Excavators, etc.	1	No	20	
	2 - 3	No	30	
	4 and above	No	40	
<b>Sub-Total</b>			<b>40</b>	
<b>Total</b>			<b>100</b>	

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **Note 1. Warranty Plan**

The Tenderer shall attach a copy of Manufacturer's Warranty Plan. Should this not be attached, the tender shall be regarded as non-responsive and therefore eliminated from further evaluation.

### **Note 2. Breakdown of Service Maintenance**

The Tenderer shall attach a Breakdown of Service Maintenance. Should this not be attached, the tender shall be regarded as non-responsive and therefore eliminated from further evaluation.

### **Note 3. Company Experience in Similar or Comparable projects**

- **Appointment Letter or Purchase Order**

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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### PROJECTS NO.

### SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY

<b>RETURNABLE DOCUMENTS</b>
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#### Returnable Documents

List of returnable documents





## NKANGALA DISTRICT MUNICIPALITY



### T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

#### Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
PART A	INVITATION TO BID
PART B	TERMS AND CONDITIONS FOR BIDDING
FORM A2	COMPULSORY ENTERPRISE QUESTIONNAIRE
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	DECLARATION TENDERER'S LITIGATION HISTORY
FORM K	PROOF OF WARRANTY
FORM L	BREAKDOWN OF SERVICE MAINTENANCE
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
RETURNABLES FOR EVALUATION PURPOSES	
FORM N	SCHEDULE OF PREVIOUS EXPERIENCE
FORM O	SCHEDULE OF CURRENT PROJECTS
FORM P	SCHEDULE OF PROPOSED SUPPLIERS OR SUB-CONTRACTORS
FORM Q	RECORD OF ADDENDA TO TENDER DOCUMENTS

3. 1

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# COMPULSORY BID DOCUMENTS

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3. 2

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<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 AT (STREET ADDRESS)					
<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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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, 2017, 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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

**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: .....

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

### SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

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

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

3. 5

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the NKANGALA DISTRICT MUNICIPALITY in respect of the following project:

Bid / Project Number: \_\_\_\_\_{insert number}

A. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_(Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: \_\_\_\_\_

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_(code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_(code)

Telephone number: \_\_\_\_\_(code)

Fax number: \_\_\_\_\_(code)



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

*Note:*

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

3.7

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

**2. For Companies**

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

**3. For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**4. For Partnership**

- Copies of the ID's of the partners

**5. One person Business / Sole trader**

- Copy of ID

**6. Details Of Tax Compliance Status from South African Revenue Service**

**7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

**8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry )**

**9. Central Supplier Database [CSD] Summary**



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2





**FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)**

- 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. willfully 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  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.	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)?  The Register for 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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:		
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 IS 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

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM C: DECLARATION OF INTEREST (MBD4)**

1. **No bid will be accepted from persons in the service of the state<sup>1</sup>.**
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, hareholder<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 yes, furnish particulars: .....

<sup>1</sup>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;

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



- (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.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, 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**

3.10.1 If yes, furnish particulars: .....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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 yes, furnish particulars: .....

.....

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

3.12.1 If yes, furnish particulars: .....

.....

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

3.13.1 If yes, 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**

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

### DECLARATION

I, the undersigned (name): ..... certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

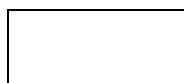
.....  
Signature

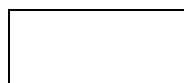
.....  
Date

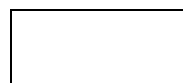
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Capacity

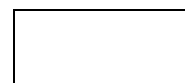
.....  
Name of Bidder

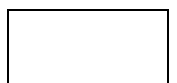
  
Consultant

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*



## FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

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

Contact number : \_\_\_\_\_

Office address : \_\_\_\_\_

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date) .....

Mr ..... **Pro-Forma** .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

### PRO-FORMA FOR JOINT VENTURES:



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



### Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... authorised signatory of the company ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY  
OF AN AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**



*Consultant*



*Witness 1*



*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## FORM F: FINANCIAL REFERENCES

### DETAILS OF TENDERERS BANKING INFORMATION

#### **Notes to tenderer:**

1. The tenderer shall attach to this form an original or copy of a letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)									
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



**ATTACH HERETO AN ORIGINAL OR A COPY OF A LETTER FROM THE  
BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*



## FORM G: MUNICIPAL UTILITY ACCOUNT

### DECLARATION BY THE TENDERER

I the undersigned \_\_\_\_\_, has been duly

authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of

\_\_\_\_\_ hereby make a declaration as follows:  
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER



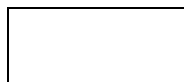
Consultant



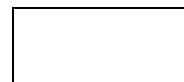
Witness 1



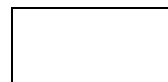
Witness 2



Employer



Witness 1



Witness 2



**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises.

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM H: PREFERENCE SCHEDULE** (MBD 6.1)

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2017**

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, 2017.**

**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
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) Either the 80/20 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
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	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 preference 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**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

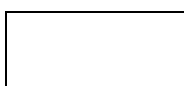
$P_t$  = Price of bid under consideration

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

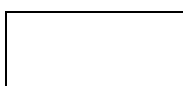
### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

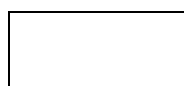
B-BBEE Status Level of Contributor	Number of points (80/20 system)
------------------------------------	------------------------------------



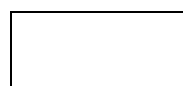
Consultant



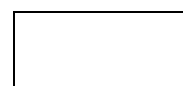
Witness 1



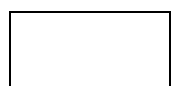
Witness 2



Employer



Witness 1



Witness 2





1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 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 10 or 20 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	
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- 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-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 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		
<b>OR</b>		
Any EME		
Any QSE		

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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-BBEE 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

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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: .....

ADDRESS .....

.....

.....



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION  
CERTIFICATE**

**NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI ( Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Copies of the B-BBEE certificate or Sworn affidavit should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*



## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

NB:LOCAL CONTENT DOES NOT APPLY TO THIS BID

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

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



Description of services, works or goods

Stipulated minimum threshold

_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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

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

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

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

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

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

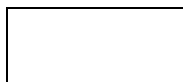
**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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



*Consultant*



*Witness 1*



*Witness 2*



*Employer*



*Witness 1*



*Witness 2*





**FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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 *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<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.

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## 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:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



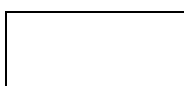
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, 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

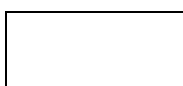
.....  
Date

.....  
Position

.....  
Name of Bidder



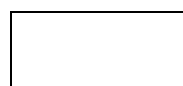
Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## FORM J: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

**NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

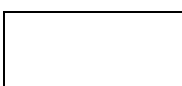
CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....  
Signature

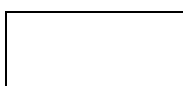
.....  
Date

.....  
Position

.....  
Name of Bidder



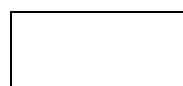
Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**FORM K: PROOF OF MANUFACTURER'S WARRANTY**

*A Proof of Manufacturer's Warranty for all plant and equipment must be attached hereto*

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



<b>FORM L:      BREAKDOWN OF SERVICE MAINTENANCE</b>
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*A Service Maintenance Breakdown must be attached hereto (on applicable plant and equipment)*

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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*



The Tenderer's tender responsiveness in relation to points is therefore summarized as follows:

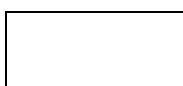
Submission of Critical Specified documents	60
Experience of Firm on similar or comparable projects	40
Sub-Total	100

**A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and BBB-EE evaluation.**

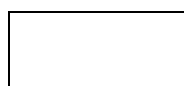
Evaluation Criteria	Description	Elimination Factor	Maximum Points obtainable	Points Claimed
	Warranty Plan (Refer to Note 1 on page 2.11)	Yes	30	
	Breakdown of Service Maintenance (Refer to Note 2 on page 2.11)	Yes	30	
Sub-Total			60	
Company Experience in Similar or Comparable projects (Refer to Note 3 on page 2.11)		Elimination Factor	Maximum Points obtainable	Points Claimed
Number of Trucks, or Earth Moving Equipment Supply Projects Successfully Executed e.g. Water Tanker Trucks, Tipper Trucks, other Trucks heavy duty Trucks, Graders, TLB, Rollers, Loader, Excavators, etc.	1	No	20	
	2 - 3	No	30	
	4 and above	No	40	
Sub-Total			40	
Total			100	



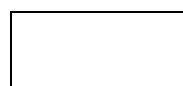
Consultant



Witness 1



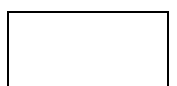
Witness 2



Employer



Witness 1



Witness 2



### **Note 1. Warranty Plan**

The Tenderer shall attach a copy of Manufacturer's Warranty Plan. Should this not be attached, the tender shall be regarded as non-responsive and therefore eliminated from further evaluation.

### **Note 2. Breakdown of Service Maintenance**

The Tenderer shall attach a Breakdown of Service Maintenance. Should this not be attached, the tender shall be regarded as non-responsive and therefore eliminated from further evaluation.

### **Note 3. Company Experience in Similar or Comparable projects**

The Tenderer shall attach **for each project** copies of the following two (2) signed documents, failure which, the tender shall be disadvantaged in terms of the allocation of points:

- **Appointment Letter or Purchase Order**

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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

--

*Witness 1*

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*Witness 2*





**FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)**

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

1. Are you by law required to prepare annual financial statements for auditing?

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....  
.....

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

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

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

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

2.2 If yes, please provide particulars

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

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



.....  
...

.....  
...

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  
**YES / NO**

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

3.1 If yes, furnish particulars

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

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

4.1 If yes, furnish particulars

.....  
.....

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Consultant

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## CERTIFICATION

**I, THE UNDERSIGNED (NAME)**

.....

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

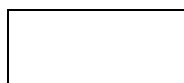
.....  
Signature

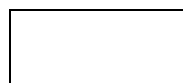
.....  
Date

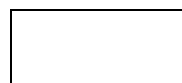
.....  
Position

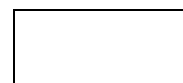
.....  
Name of Bidder

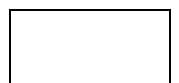
  
*Consultant*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



# RETURNABLES FOR EVALUATION PURPOSES

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3. 45

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM N: SCHEDULE OF PREVIOUS EXPERIENCE**

The procedure for the evaluation of responsive Bids will be on the average of the **previous three similar projects** where the firm was involved.

**Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:**

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work.

**This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

3. 46

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO.  
SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBSILE HANI  
LOCAL MUNICIPALITY

## FORM O: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

**This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

3. 47

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM P: SCHEDULE OF PROPOSED SUPPLIERS OR SUB-CONTRACTORS**

Are / Do you have Suppliers or Sub-contractors? .....

**Y**

**N**

If yes, complete the below

NAME OF SUPPLIERS OR SUB-CONTRACTORS	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUPPLIERS OR SUB-CONTRACTORS

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





## FORM Q: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

If yes, fill or attached the communication that

☐ Y

☐ N

you received.

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

*\*An addendum is any communication issued by Nkangala District Municipality after the briefing session\**

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## NKANGALA DISTRICT MUNICIPALITY



### PROJECTS NO.

### SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY

## THE CONTRACT

### THE CONTRACT

#### Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

#### Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

#### Part C3: Scope of Work

- C3 Scope of Work

#### Part C4: Site Information

- C4 Site Information

#### Part C5 : Additional Relevant Documents

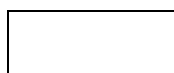
- C5.1 Supply Chain Management Policy



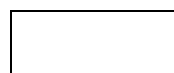
Contractor



Witness 1



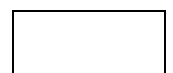
Witness 2



Employer



Witness 1



Witness 2



## NKANGALA DISTRICT MUNICIPALITY



**PROJECTS NO.**

**SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR  
THEMBISILE HANI LOCAL MUNICIPALITY**

### AGREEMENTS AND CONTRACT DATA

**Part C1: Agreements and Contract Data**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM C.1.1

## FORM OF OFFER AND ACCEPTANCE

### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

### THE OFFERED TOTAL OF THE PRICE(S) EXCLUSIVE OF VALUE ADDED TAX IS/ARE

Supply, Delivery and Registration of Jet Patcher Truck	R
Supply, Delivery and Registration of 14 Seater Kombi (x2)	R
Supply, Delivery and Registration of 30 Ton Stepdeck	R
Supply, Delivery and Registration of 2000 litre Diesel Bowser	R
Supply, Delivery and Registration of 20 Ton Excavator	R
Supply, Delivery and Registration of Motor Graders	R
Supply, Delivery and Registration of Pneumatic Grid Roller	R
Supply, Delivery and Registration of Tractor Loader Backhoes	R
<b>SUB-TOTAL</b>	R

### THE SUB-TOTAL OF THE PRICE(S) EXCLUSIVE OF VALUE ADDED TAX IS/ARE

.....

..... Rand (in words); R ..... (In figures).

### THE OFFERED TOTAL OF THE PRICE(S) INCLUSIVE OF VALUE ADDED TAX IS/ARE

.....

..... Rand (in words); R ..... (In figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract

4. 3

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Tenderer

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2



identified in the Contract Data.

Signature(s) \_\_\_\_\_  
\_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_  
\_\_\_\_\_

For the Tenderer

\_\_\_\_\_  
(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_  
Name Date

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) \_\_\_\_\_  
\_\_\_\_\_

Name(s) \_\_\_\_\_

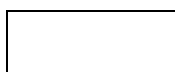
Capacity \_\_\_\_\_  
\_\_\_\_\_

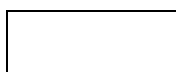
For the tenderer \_\_\_\_\_  
(Name and address of organisation)

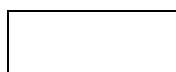
Name & Signature  
Of Witness \_\_\_\_\_  
Name Date

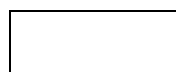
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4. 5

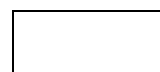
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## SCHEDULE OF DEVIATIONS

### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

### 1 Subject

Details

### 2 Subject

Details

### 3 Subject

Details

### 4 Subject

Details

### 5 Subject

Details

### 6 Subject

4. 6

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

### **FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

### **FOR THE EMPLOYER**

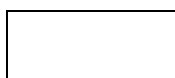
Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

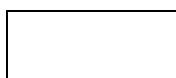
Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_



Tenderer



Witness 1



Witness 2



Employer



Witness 1



Witness 2





## CONTRACT DATA

### DATA PROVIDED BY THE EMPLOYER

	Data
1	<p>The Name of the Employer is <b>Nkangala District Municipality</b></p> <p>The address of the Employer is: 2A Walter Sisulu Street MIDDELBURG 1050</p> <p>P O Box 437 Middelburg 1050</p> <p>Telephone: 013 249 2000 Facsimile: 013 249 2145</p>
2	The Project is for the <b>SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL MUNICIPALITY</b>
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	The programme shall be submitted within <b>seven (7)</b> days of the acceptance of appointment.
7	Copyright of document prepared for the project shall be vested with the Nkangala District Municipality
8	Settlement of dispute is to be in terms of the Supply Chain Management Policy of the Nkangala District Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
9	Service Providers will be paid in accordance with the Nkangala District Supply Chain Management Policy.
10	A Service Provider may not subcontract any work not approved by the employer the Nkangala District Municipality
11	The municipality reserves the right to terminate and blacklist the service provider in the event of failure to deliver or perform as per scope.
12	The delivery shall be within <b>6 months</b> from the appointment date.
13	The penalty for failure to deliver shall be R 1000.00 per calendar day.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PART 1: DATA PROVIDED BY THE SERVICE PROVIDER**

1.	<p>The Service Provider is .....</p> <p>Address: .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p>
2	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name: .....</p> <p>The address for receipt of communications is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Address: .....</p>



*Tenderer*



*Witness 1*



*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



## C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
  - Quantity (Qty): The number of units of work/service provision for each item.
  - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
  - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
  - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Project No.150 363

SUPPLY AND DELIVERY OF 20 TON EXCAVATOR FOR THEMBISILE HANI LOCAL  
MUNICIPALITY

## BILL OF QUANTITIES

All prices shall be exclusive of VAT

Item	Description	Quantity	Unit Rate	Total Unit Rate
1	20 Ton Excavator (as per C3.1. under scope of work)	1	R	R
2	Service Maintenance Plan for the 20 Ton Excavator Kombi (as per C3.2.6 under scope of work)	1	R	R
3	Branding and Registration (as per C3.2.2. under scope of work )	2	R	R
4	Transportation and Delivery ( as per C3.2.3. under scope of work )	1	R	R
Sub-Total				R
VAT (15%)				R
Total				R

6. 3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Project No. 150367

SUPPLY, DELIVERY AND REGISTRATION OF JET PATCHER FOR THEMBISILE HANI LOCAL  
MUNICIPALITY

## BILL OF QUANTITIES

All prices shall be exclusive of VAT

Item	Description	Quantity	Estimated Unit Rate	Total
1	Jet Patcher (as per C3.1. under scope of work)	1	R	R
2	Maintenance Plan for the Jet Patcher (as per C3.2.6 under scope of work)	1	R	R
3	Branding and Registration (as per C3.2.2. under scope of work )	2	R	R
4	Transportation and Delivery (as per C3.2.3. under scope of work )	1	R	R
Sub-Total				R
VAT (15%)				R
Total				R

6.3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Project No. 150368

**SUPPLY, DELIVERY AND REGISTRATION OF 14 SEATER KOMBIE (X2) FOR THEMBISILE  
HANI LOCAL MUNICIPALITY**

**BILL OF QUANTITIES**

All prices shall be exclusive of VAT

Item	Description	Quantity	Unit Rate Excluding VAT	Amount Excluding VAT
1	14 Seater Kombie (as per C3.1. under scope of work)	2	R	R
2	Service Maintenance Plan for 14 Seater Kombie (as per C3.2.6 under scope of work)	2	R	R
3	Branding and Registration (as per C3.2.2. under scope of work )	2	R	R
4	Transportation and Delivery (as per C3.2.3. under scope of work )	2	R	R
<b>Sub-Total</b>				<b>R</b>
<b>VAT (15%)</b>				
<b>Total</b>				

6.3

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Project No. 150366

**SUPPLY, DELIVERY AND REGISTRATION OF 30 TON STEP DECK TRAILER FOR  
THEMBISILE HANI LOCAL MUNICIPALITY**

**BILL OF QUANTITIES**

All prices shall be exclusive of VAT

Item	Description	Quantity	Unit Rate Excluding VAT	Amount Excluding VAT
1	30 Ton Step deck Trailer (as per C3.1. under scope of work)	1	R	R
2	Service Maintenance Plan for 30 Ton Step deck Trailer (as per C3.2.6 under scope of work)	1	R	R
3	Branding and Registration (as per C3.2.2. under scope of work )	1	R	R
4	Transportation and Delivery (as per C3.2.3. under scope of work )	1	R	R
<b>Sub-Total</b>				<b>R</b>
<b>VAT (15%)</b>				
<b>Total</b>				

6.3

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Project No. 150369**

**Supply, Delivery and Registration of 2,000 Litre Diesel Bowser for Thembisile Hani Local Municipality**

## **BILL OF QUANTITIES**

**All prices shall be exclusive of VAT**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Rate Excluding VAT</b>	<b>Amount Excluding VAT</b>
1	2,000 Litre Diesel Bowser (as per C3.1. under scope of work)	1	R	R
2	Service Maintenance Plan for 2,000 Litre Diesel Bowser (as per C3.2.6 under scope of work)	1	R	R
3	Branding and Registration (as per C3.2.2. under scope of work )	1	R	R
4	Transportation and Delivery (as per C3.2.3. under scope of work )	1	R	R
<b>Sub-Total</b>				<b>R</b>
<b>VAT (15%)</b>				
<b>Total</b>				

6. 3

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





**Project No. 150365**

**SUPPLY AND DELIVERY OF MOTOR GRADERS FOR THEMISILE HANI LOCAL  
MUNICIPALITY**

**BILL OF QUANTITIES**

All prices shall be exclusive of VAT.

Item	Description	Quantity	Amount in Rands Excluding VAT
1	Motor Graders (as per C3.1. under scope of work)	3	R
2	Registration of the Motor Graders (as per C3.2.6 under scope of work)	3	R
3	Branding and Registration (as per C3.2.2. under scope of work )	3	R
4	Transportation and Delivery (as per C3.2.3. under scope of work )	3	R
Sub-Total		R	Sub-Total
VAT (15%)		R	VAT (15%)
Total		R	Total

6. 3

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**Project No.150364**

**SUPPLY AND DELIVERY OF PNEUMATIC GRID ROLLER FOR THEMBISILE HANI LOCAL  
MUNICIPALITY**

**BILL OF QUANTITIES**

All prices shall be exclusive of VAT

Item	Description	Quantity	Unit Rate Excluding Vat	Total Unit Rate Excluding Vat
1	Pneumatic Grid Roller (as per C3.1. under scope of work)	1	R	R
2	Service Maintenance Plan for Pneumatic Grid Roller (as per C3.2.6 under scope of work)	1	R	R
3	Branding and Registration (as per C3.2.2. under scope of work )	1	R	R
4	Transportation and Delivery (as per C3.2.3. under scope of work )	1	R	R
Sub-Total				R
VAT (15%)				R
Total				R

6. 3

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Project No. 57523**


**Supply, Delivery and Registration of Tractor Loader Backhoes for Thembisile Hani Local Municipality**


## **BILL OF QUANTITIES**


**All prices shall be exclusive of VAT**


<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Rate Excluding VAT</b>	<b>Amount Excluding VAT</b>
1	Tractor Loader Backhoes (as per C3.1. under scope of work)	3	R	R
2	Service Maintenance Plan for Tractor Loader Backhoes (as per C3.2.6 under scope of work)	3	R	R
3	Branding and Registration (as per C3.2.2. under scope of work )	3	R	R
4	Transportation and Delivery (as per C3.2.3. under scope of work )	3	R	R
<b>Sub-Total</b>				<b>R</b>
<b>VAT (15%)</b>				<b>R</b>
<b>Total</b>				<b>R</b>


6.3


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



**NKANGALA DISTRICT MUNICIPALITY**



**PROJECTS NO.**

**SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBISILE HANI LOCAL  
MUNICIPALITY**

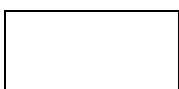
SCOPE OF WORK

**Part C3: Scope of Work**

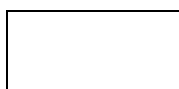
C3      Scope of Work

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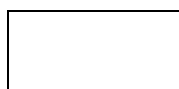
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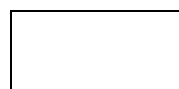
*Consultant*



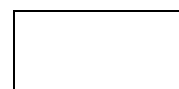
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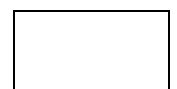
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### PROJECTS NO.

### SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBSILE HANI LOCAL MUNICIPALITY

C3 SCOPE OF WORK

#### C3.1. SCOPE

Nkangala District Municipality ("NDM") intends procuring Plant and Equipment on behalf of Thembsile Hani Local Municipality. The Tenderer shall on appointment by NDM Supply and Deliver the various Plant and Equipment to Thembsile Hani Local Municipality. The services required of the Tenderer will be those in connection with the Supply, Delivery and Registration of the Plant and Equipment that conforms to the the minimum required specifications as indicated below:

#### C3.2. DESCRIPTION OF THE PROJECT

- Supply, Delivery and Registration of Plant and Equipment for Thembsile Hani Local Municipality

The Tenderer's prices shall include registration of the Plant and Equipment in the name of Thembsile Hani Local Municipality.

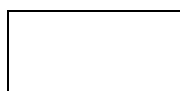
##### C3.2.1. SPECIFICATIONS FOR TRACTOR LOADER BACKHOES

The TLBs should have the following capabilities:

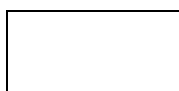
- True four-wheel drive on command. Standard limited – slip mechanical front wheel drive (MFWD).
- 5 x Speed Power shift transmission.
- Auto idle and shutdown.
- Stabiliser shimming.
- Curved knee loader boom.
- Operator interface.
- State of the art multi language monitor clearly displaying machine diagnostic.

The technical specifications for the TLBs should be as shown on the table below:

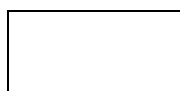
7. 2



Consultant



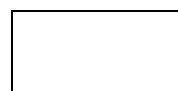
Witness 1



Witness 2



Employer



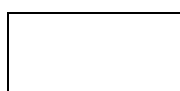
Witness 1



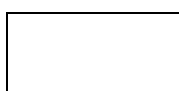
Witness 2



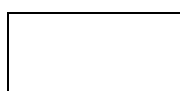
SIZE	ENGINE	OTHER SPECIFICATIONS	DIMENSIONS
1. Ground clearance: 351 mm 2. Overall length (transport): 5.26m (folded), 7.50m (rear) 3. Stabilizer Spread: 2.26m 4. Height to top of ROPS/ Cab: 2.84m 5. Length from Axle to Axle (Mechanical front wheel drive Axle): 2.19m	1. Manufacture: Power Tech 4045T turbocharged. 2. Displacement: 4.5L 3. Net Peak Power: 72Kw @ 2000 rpm 4. Net peak Torque: 392Nm @ 1400 rpm 5. Lubrication: Pressure system with spin on filter and cooler 6. Air cleaner: Dual stage dry type with safety element and evacuator valve	<b>TYRES</b> <b>Front</b> Standard: 12.5/80-18 10ply Heavy duty: 12.5/80-18 12ply <b>Rear</b> Standard: 16.9-28 R-4 10ply Heavy duty: 17.5-25 L4 12 ply  <b>BRAKES</b> <b>Service brakes</b> Power assisted, hydraulic wet disc, mounted inboard self-adjusting and self – equalising. <b>Park brakes</b> Spring – applied, hydraulically released, wet, multi disc, independent of service brakes with electric switch control  <b>HYDRAULICS</b> <b>Main pump</b> Open centre, gear type, tandem with unloader  <b>Pump Flow @ 2200 rpm</b> Backhoe: 136 L/min Loader: 106 L/min  <b>System Relief Pressure</b> Backhoe: 24 993Kpa Loader: 24 993 KPa  <b>Backhoe Controls</b> Two – lever manual standard, manual and or electric auxiliary function option	<b>Backhoe Dimensions/ Performance</b> Backhoe specifications are with 610mm X 0.21m <sup>3</sup> bucket Bucket range Digging Force - Bucket cylinder: 55Kn - Crowd cylinder: 36.6 KN - Swing Arc: 180 Deg - Operator control: 2 lever. - Loading height: 4.31 m - Reach from Centre of Swing Pivot: 6.62m - Reach from Centre of Rear Axle: 7.98m - Digging Depth (SAE Maximum): 5.39 - Digging Depth (SAE) 610 mm Flat Bottom: 5.35m 2440mm Flat Bottom: 5.09m Side – Shift from Centreline: 537mm Wall to swing centreline: 604mm Bucket rotation: 190 degrees. Transport height: 3.63m  <b>Loader Dimensions / Performance</b> Bucket Dump Angle (maximum): 45 deg. Roll back Ground: 40 deg. <b>Multipurpose</b> Bucket Capacity: 1. 00 m <sup>3</sup> Width: 2 337mm Weight: 863 kg Breakout Force: 43.2Kn Lift capacity (full height): 2 834kg Height to Bucket Hinge: 3.45m Dump Clearance (Bucket at 45 deg.): 737mm Digging Depth Below Ground (Bucket level):



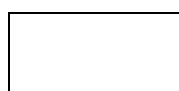
Consultant



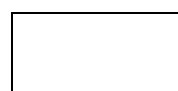
Witness 1



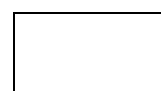
Witness 2



Employer



Witness 1



Witness 2

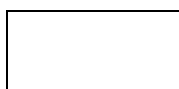


		<p><b>Loader Controls</b> Single – lever control with electric clutch cut – off switch standard, manual auxiliary functions (electro – hydraulic control lever)</p> <p><b>Operating Weights 4WD with Standard Equipment</b> 8040 kg</p> <p><b>Optional Weights Extendable Dipper stick</b> 222kg</p> <p><b>Front Loader Coupler</b> 286 kg</p> <p><b>Backhoe Bucket Coupler</b> 63kg</p> <p><b>Electrical Voltage</b> 12 Volts</p> <p><b>Alternator Rating</b> 90 amp</p> <p><b>Lights</b> 10 halogen, 4 front, 4 rear and 2 side docking (32500 candlepower each), turn signal and flashers, 2 front and rear, stop and tail – lights and 2 rear reflectors (LED lighting optional)</p>	<p>147mm Centreline to Bucket cutting Edge: 2. 09 m</p> <p><b>Lift Capacity with Forks</b> A Maximum Height: 2073kg Maximum Reach: 3162kg At ground line: 4 145kg Below Ground Line: 211mm</p>
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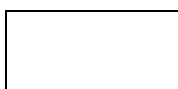
7. 4



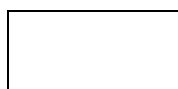
Consultant



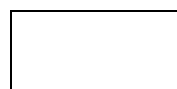
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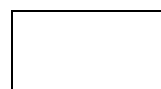
Witness 2



Employer



Witness 1



Witness 2



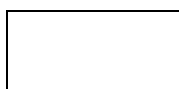


## MINIMUM SPECIFICATIONS FOR MOTOR GRADERS

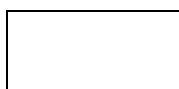
The Service Provider shall supply the Motor Graders manufactured strictly under the following minimum specifications:

ENGINE	UNITS
Base power	123 kW
Displacement	10.3 L
Bore	125 mm
Stroke	140 mm
Torque rise	50%
Maz torque @ 1000rpm	1095 N.m
HYDRAULIC SYSTEM	UNITS
Circuit type	Closed center load sense
Pump type	Axial Piston
Pump output @ 2100 RPM	206 L/min
Maximum System Pressure	24 150 kPa
Reservoir tank capacity	38 L
Standby pressure 450 psi	3100 kPa

OPERATING SPECIFICATION	UNITS
Top Speed – Forward	44 km/h
Top speed reverse	34.7 km/h
Turning Radius (outside front line)	7.5 m
Steering range	Left / right 50°
Articulation angle	Left / right 20°



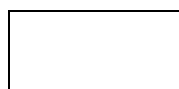
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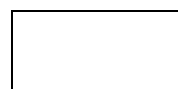
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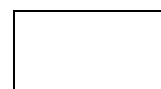
Witness 2



Employer



Witness 1



Witness 2



### MINIMUM SPECIFICATIONS FOR PNEUMATIC GRID ROLLER

Operating weight = 14,685 kg  
Weight-drum with cab = 9,250 kg  
Gross power = 117 kw  
Drum diameter = 1,295 mm  
Fuel tank capacity = 2421

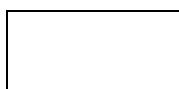
### MINIMUM SPECIFICATIONS FOR 30 TON STEPDECK TRAILER

Detachable Neck  
Tare=9,800kg  
Payload= 30,200kg  
GCM = 49,500kg  
Abnormal Loading Board  
Flag Holder  
Spare wheel Carrier  
Chain Lugs  
Operating Switch Protection  
Top Link Ratchet

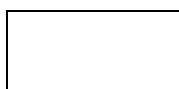
#### DESCRIPTION

30 Ton Hydraulic Detach Tri Axle Low Lowboy Trailers, 30 TON. TALBERT.TRI AXLE.  
LOWBOY.PAINTED VALSPAR RED.HYDRAULIC DETACHABLE. NON GROUND BEARING.  
AIRRIDE.  
1 1/2" APITONG FLOOR.THIRD AXLE IS AN AIR LIFT.LED LIGHTS.22" DECK HEIGHT.  
25' WELL. 49" FIFTH WHEEL HEIGHT.108" SWING RADIUS.ALUMINUM COVERPLATE. 32" WOOD  
FILLED FOLDING RAMPS.54" AXLE SPACING.25, 00 POUND AXLES.  
2SIM ABS.22.5X8.25 STEEL HUB PILOT WHEELS.255/70R22.5 16 PLY RADIAL TIRES.  
HAS A 2 1/2 TO 1 SAFETY FACTOR WHICH IS THE HIGHEST IN THE INDUSTRY.  
WILL CARRY 102,000 POUNDS IN 12 1/2 FEET, Air Ride Suspension, steel Composition, Apitong  
Floor, L x w x H: x 102 x 22" Deck Height

7. 6



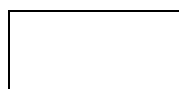
Consultant



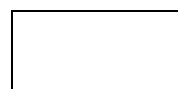
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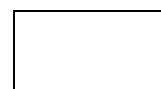
Witness 2



Employer



Witness 1



Witness 2

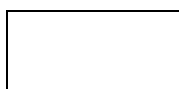


#### 14 SEATER KOMBI (X2)

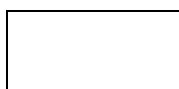
Engine capacity 2.8  
Seating capacity 14-seater  
Transmission = manual 6 – speed  
Fuel system = Diesel  
Max Torque = 420 Nm  
White in colour  
Gross vehicle mass = 3,810 kg  
Fuel tank capacity  
Anti – lock braking system  
Hill assist control  
Trailer sway control  
Service plan = 90 000 km  
Service interval = 12 months/10 000 km  
Warranty = 3 years/100 000 km

Seats quantity	14
USB port	Rear
Power socket 12V	2 Front
Central locking	Remote
Electric windows	Front
Daytime driving running lights	LED
Fuel Type	Diesel
Electric adjust mirrors	Yes
Daytime driving running lights	Yes
Light sensor auto on off lights	Yes
Xenon headlights	Yes
Front fog lamps lights	Yes
High level 3rd brake light	Yes
Rear fog lamps lights	Yes
Driven wheels	Rear
Driven wheels quantity	2
Gear ratios quantity	6
Gearshift	Manual
Transmission type	Manual
Front tyres	235/65 R16 C
Rear tyres	235/65 R16 C
Width excl mirrors incl mirrors (mm)	1950
Height (mm)	2280
Wheel base (mm)	3860
Ground clearance minimum maximum (mm)	185
Turning circle wheels body (m)	12.8
Approach angle	15.2
Departure angle	15.4
Unladen/tare/kerb weight (kg)	2655
Load carrying capacity / payload	1155
Gross weight (GVM)	3810
Towing capacity - unbraked	400
Towing capacity - braked	1500
Fuel tank capacity (incl reserve)	65

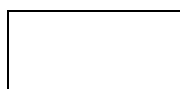
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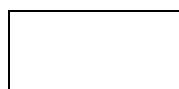
Consultant



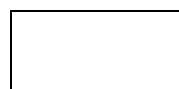
Witness 1



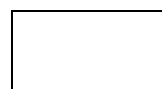
Witness 2



Employer



Witness 1



Witness 2



### MINIMUM SPECIFICATIONS FOR DIESEL BOWSER

2000 litres mild steel tank in a trailer  
Double axle 16-inch wheel  
SABS approved  
Breather unit  
Brake system  
Lockable filter cap  
Fire extinguisher  
Electric pump with hose, nozzle and meter  
Spare wheel  
12 months warranty

### MINIMUM SPECIFICATIONS FOR JET PATCHER TRUCK

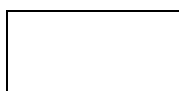
The Jet Patcher Truck shall comprise of the following;

- Capacity of 5 Cube
- Split Hopper for Sand compactor,
- Rear fitted LED Lights for night-time operations,
- Spreader box,
- Spreader Edging Unit

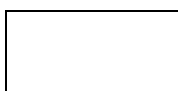
- Auxiliary Engine: Diesel Engine
- Blower: Heavy duty rotary positive displacement blower with direct drive and flexible coupling.
- Air compressor
- Hopper: nominal 5 cuM (including split hopper for sand if option specified)
- Pressurized Emulsion Tank:
  - 5 cuM unit - nominal 1500L
- Pressure gauges and compressor relief valve in line. 50mm dump valve.
- Pressurized Water tank: nominal 90L capacity for pressurized cleaning of delivery hoses, emulsion lines or unit at the end of the day
- Pressurized Kerosene tank: nominal 24 L pressurized for nozzle cleaning
- Operators nozzle holder
- Aluminium nozzle and steel spray ring.
- Controls: Full engine controls at rear of unit. Safety shut down for high temperature or low oil and blower overload. Key stop. Throttle control at nozzle.
- Heating: Heat exchanger in emulsion line.
- Aggregate Feed System: Pneumatic Jet-Distributor with no moving parts.
- Placement Boom: 3.4 meter boom with 310-degree operation. 5.3 metre placement hose
- Paint colour: White
- Sign rack (is room is available on the selected truck chassis measurements)



Consultant



Witness 1



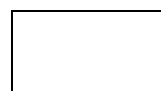
Witness 2



Employer



Witness 1



Witness 2



- Toolbox
- Boot rack
- Full length rear step
- Mudguards
- Ladder
- Kerosene injection for cleaning of nozzle
- Water cleaning of lines
- Separate water injection for aggregate line cleaning
- Minimum of 200L drum pressure fill
- Retractable water hose
- Counterbalanced Variable Height Adjustor for operators' control
- Air Relief Valve for operators' instant control
- Air assisted first arm
- 110/220V overnight heating
- Split hopper for sand or
- Sand box on rear step for manual spreading of sand
- Compactor – 60kg with transport tray fitted
- Remote Camera with LCD monitor
- Rear fitted LED lights for night time operation
- Services of a commissioning engineer (conditions apply)
- Remote Hydraulic outlet for hydraulic tools
- LED floodlights for night operation

7. 9

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

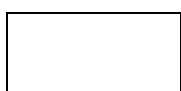


## MINIMUM SPECIFICATIONS FOR 20 TON EXCAVATOR

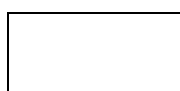
<p>Engine Net Power (ISO 9249) 121 kW 162 hp Net Power (SAE J1349) 121 kW 162 hp Gross Power (ISO 14396/SAE J1995)122 kW164 hp Bore 105 mm 4 in Stroke 127 mm 5 in Displacement 4.4 L 269 in<sup>3</sup> • The 320 meets U.S. EPA Tier 4 Final emission standards. • Recommended for use up to 4500 m (14,764 ft) altitude with engine power derate above 3000 m (9,842.5 ft). • Net power advertised is the power available at the flywheel when the engine is equipped with fan, air cleaner, muffler and alternator. • Rating at 1,800 rpm. Engine rpm Operation 1,650 rpm Travel 1,800 rpm Swing Mechanism Swing Speed 11.30 rpm Maximum Swing Torque 74 kN·m 54,440 lbf-ft Weights Operating Weight 22 500 kg 49,600 lb • Reach boom, R2.9 (9'6") stick, HD 1.19 m<sup>3</sup> (1.56 yd<sup>3</sup>) bucket and 790 mm (31 in) triple grouser shoes.</p>	<p>Track Standard Track Shoe Width 790 mm 31 in Number of Shoes (each side)49 Number of Track Rollers (each side)8 Number of Carrier Rollers (each side)2 Drive Maximum Gradeability 35°/70% Maximum Travel Speed 5.7 km/h 3.5 mph Maximum Drawbar Pull – Long Undercarriage 205 kN 45,996 lbf Hydraulic System Main System – Maximum Flow (Implement) 429 L/min (214.5 x 2 pumps) 113 gal/min (56.5 x 2 pumps) Swing System – Maximum FlowNo swing pump Maximum Pressure – Equipment – Normal 35 000 kPa5,075 psi Maximum Pressure – Equipment – Lift Mode 38 000 kPa5,510 psi Maximum Pressure – Travel34 300 kPa4,974 psi Maximum Pressure – Swing26 800 kPa3,886 psi Boom Cylinder – Bore120 mm5 in Boom Cylinder – Stroke1260 mm50 in Stick Cylinder – Bore140 mm6 in Stick Cylinder – Stroke1504 mm59 in Bucket Cylinder – Bore120 mm5 in Bucket Cylinder – Stroke1104 mm43 in</p>
<p><b>Service Refill Capacities</b> Cooling System 25 L Engine Oil 15 L Swing Drive (each) 5 L Final Drive (each) 5 L Hydraulic System (including tank)234 L Hydraulic Tank 115 L DEF Tank 39L</p>	<p>Nominal Flywheel Power = 116kw Max Torque = 603 Nm Operating Weight = 21,800kg Fuel Tank = 400l Air Conditioner and Heater LCD Colour monitor Air Suspension Seat Travel and Swing alarm Bucket capacity = 1,17m<sup>3</sup></p>



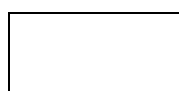
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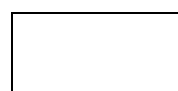
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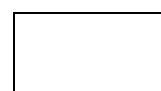
Witness 2



Employer



Witness 1



Witness 2



### **C3.2.2. REGISTRATION AND BRANDING OF THE PLANT AND EQUIPMENT**

Following the manufacturing of the Plant and Equipment according to the prescribed specifications, and delivery to the respective Municipality, the Plant and Equipment shall be branded with colours and logo of the Thembekele Hani Local Municipality.

The Plant and Equipment shall also be registered by Service Provider at the respective Vehicle Licensing Centre, under the name of prescribed local Municipality, after which Roadworthiness Certificates, License discs and Number Plates shall be delivered to NDM. All costs relating to the registration shall be built into the total tendered amount as approved by NDM and awarded to the Service Provider.

All Plant and Equipment shall be branded with Thembekele Hani Local Municipality's branding and logo,

### **C3.2.3. TRANSPORTATION AND DELIVERY OF THE PLANT AND EQUIPMENT**

Following the manufacturing of the Plant and Equipment according to the prescribed specifications, the various plant and equipment shall be delivered to Thembekele Hani Local Municipality. All costs relating to the transporting and delivery of the vehicle to Thembekele Hani Local Municipality shall be built into the total tendered amount as approved by NDM and awarded to the Service Provider.

All Plant and Equipment shall be transported and delivered to Thembekele Hani Local Municipality,

### **C3.2.4. INSURANCE COVER FOR THE PLANT AND EQUIPMENT**

Until such time the Plant and Equipment are delivered to Thembekele Hani Local Municipality, the Service Provider shall be responsible for the insurance cover for the Plant and Equipment during manufacturing and transportation to Thembekele Hani Local Municipality.

#### **WARRANTIES REQUIRED**

The Tenderer shall guarantee the vehicle and accessories purchased in respect of performance and defects for a period of at least twelve months from delivery date and this guarantee should include at least TWO (2) free services and shall include travelling, labour and lubricants, filters and consumables.

#### **COLOUR**

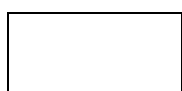
The Tenderer is to ensure that this vehicle is colour matched to the existing fleet of Plant and Equipment.

#### **WARRANTIES REQUIRED**

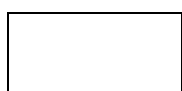
The Tenderer shall guarantee the vehicle and accessories purchased in respect of performance and defects for a period of at least twelve months from delivery date and this guarantee should include at least TWO (2) free services and shall include travelling, labour and lubricants and filters.

#### **DELIVERY OF GOODS**

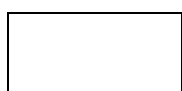
The delivery of all the plant and equipment must be made within six (6) months from the date of appointment and shall be made to the Thembekele Hani Local Municipality.



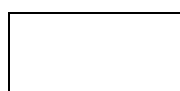
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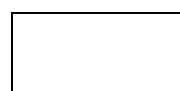
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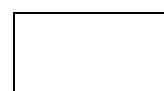
Witness 2



Employer



Witness 1



Witness 2



## INFORMATION TO BE PROVIDED WITH THE BID

Sketches, photos and illustrations must accompany the tender documents.

Tenderer's shall clearly indicate whether production of any of the items offered will be stopped or revised during the twelve- (12) month period after the acceptance of tender, if applicable. Tenderer's who fail to supply such details will be held responsible for the replacement of such Plant and Equipment and / or equipment.

As the Plant and Equipment are to be used on public roads, the following shall be supplied with each vehicle on delivery for registration purposes:

- Change of ownership document (NCO, PART A & C completed),
- (VAT certificate or invoice indicating VAT registration number,
- Delivery note (as well as invoice if applicable).

## MANUALS

The successful tenderer shall supply the following manuals free of charge for as well as for the accompanying equipment on the various plant and equipment, where applicable:

- One (1) only operators manual
- Two (2) only maintenance manuals including provision of training of municipal operators on the usage of the equipment
- Two (2) only spare parts manuals
- Spare keys must be submitted
- Two (2) only workshop maintenance manual, the operator's manuals, maintenance manuals, spare parts and workshop manuals may be made up of:
- One (1) master copy (of each) able to reproduce clear copies and one (1) copy of each where necessary.
- One (1) Compact Disc and one (1) or alternatively printed copy.

## FIRST AID BAG

A fully equipped first aid bag that is to be kept in the cab must be included.

## DRAW BAR

A heavy duty under run protective bar must be fitted as standard **(On applicable plant and equipment).**

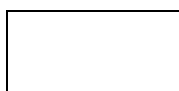
A reverse light and backup alarm must be fitted as standard. **(On applicable plant and equipment).**

## FIRE EXTINGUISHER

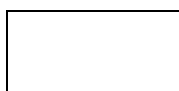
The fitment of a suitable fire extinguishers to the various plant and equipment must be included **(9kg Dry Powder Type).**

### C3.2.5. MAINTENANCE PLAN

The Service Provider shall provide individual maintenance plans for all the Plant and Equipment for a 3 Year Period or 120 000 kilometres whichever comes first, at no cost to the receiving Local Municipality or Nkangala District Municipality. The service maintenance to the Plant and Equipment shall be undertaken at either 10 000 or 15 000 kilometre intervals. **(On applicable vehicles)**



Consultant



Witness 1



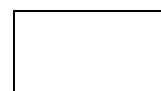
Witness 2



Employer



Witness 1



Witness 2





### **C3.2.6. SERVICE MAINTENANCE PLAN**

The Service Provider shall price for maintenance plan for the Tractor Loader Backhoes for up to a maximum of 3000 hours. The first service on these Plant and Equipment shall be undertaken at the first 100 hours. Subsequent services thereafter shall be undertaken at every 500 hours until the maximum 3000 hours' service maintenance periods are reached.

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*Consultant*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### SUPPLY, DELIVERY AND REGISTRATION OF PLANT AND EQUIPMENT FOR THEMBSILE HANI LOCAL MUNICIPALITY

#### **C4 SITE INFORMATION**

The various plant and equipment whose specifications are detailed shall be delivered to Thembsile Hani Local Municipality.

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8. 1

*Consultant*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*