

# BID NOTICE AND INVITATION TO BID FOR ENDUMENI MUNICIPALITY

## BID NOTICE

**BID NO: B31/2020-21: PANEL OF SERVICE PROVIDERS TO PROVIDE PLANT AND MACHINERY FOR HIRE FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED**

NO.	CONTRACT NAME	BID NO.
1	Panel of Service providers to provide plant and machinery for hire for period of 3 years as and when required	B31/2020-21

## DOCUMENTATION

Bid Documents will be available from Endumeni Municipality upon a cash payment of a non-refundable fee of R500 or deposited to FNB ACCno.62025460651. Documents can also be downloaded free of charge on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.endumeni](http://www.endumeni). NB Documents must be binded, unbinded documents will not be accepted

## NOTES TO PROSPECTIVE BIDDERS:

- Endumeni Local Municipality Supply Chain Management Policy will apply.
- Failure to complete all bid forms, data sheets and submit all supplementary information will lead to the bidder being considered non-responsive and therefore not considered for the award of the contract.
- All bids submitted should remain valid for 90 days after the bid closing date.
- The Endumeni Local Municipality is not bound to accept the lowest or any bidder.
- All Bidders must ensure that the following documents are attached to their Bid:
  - ✓ Valid Tax Clearance Certificate with TAX Pin
  - ✓ Company registration documents
  - ✓ Certified copy of Director(s) Identity documents not older than 3 months
  - ✓ Company Profile with traceable references.
  - ✓ Central Database Report (CSD)
  - ✓ Certificate of professional body (Where applicable)
  - ✓ Statement of municipal rates/ Lease agreement/ Proof of address for those living in rural areas
  - ✓ Bidders to provide list of plants available for hire
  - ✓ Proof of ownership of Plant/ machinery
  - ✓ Certified copy of B-BBEE certificate (Sanas Approved) or B-BBEE affidavit

## BID CLOSING DATE

Completed bids in sealed envelopes clearly marked with the **NAME OF THE CONTRACT AND BID NUMBER** must be placed in the bid box at the Endumeni Local Municipality offices, 64 Victoria Street, Dundee, on or before **14:00 on 20 July 2021** when bids will be opened in public shortly afterwards.

Bids may only be submitted on the bid documentation issued. Retyping of the bid document or any part thereof is not permitted. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered.

## BID ENQUIRES

Bid enquires should be directed to Supply Chain Management Office, Mr M.H Zulu or Mr B.C Sibiya as follows: 034 – 212 2121

  
Mr. S.D Mbhele  
Municipal Manager

Notice No:96/2021

# ENDUMENI LOCAL MUNICIPALITY



## EXPRESSION OF INTEREST:

**B31/2020-21: PANEL OF SERVICE PROVIDER TO PROVIDE PLANT AND MACHINERY FOR HIRE for PERIOD OF 3 YEARS AS AND WHEN REQUIRED**

Bidders Name:
Address:
Telephone No.
Fax No.
Contact Person

Documents will be available at R500.00 per document being a non-refundable fee from the offices of the Supply Chain Mr M.H Zulu or Mr B.C Sibiya, Room 12, 64 Victoria Street, Dundee.

Bids close at 14h00 on **Tuesday 20 July 2021**. Bids are to be placed in the Bid box at the Endumeni Municipality, Civic Centre, 64 Victoria Street, Dundee. Late submissions will be disqualified.

## BID NOTICE AND INVITATION TO BID

### BID NOTICE

#### **BID NO: B31/2020-21: PANEL OF SERVICE PROVIDERS TO PROVIDE PLANT AND MACHINERY FOR HIRE FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED**

The Endumeni Local Municipality is one of the four municipalities located within the Umzinyathi District Municipality in the KwaZulu Natal Province. The municipality has taken a decision to implement some of its duties through three year Contracts. The following supply contract is out for bid:

NO.	CONTRACT NAME	BID NO.
1	Panel of Service providers to provide plant and machinery for hire for period of 3 years as and when required	B31/2020-21

### DOCUMENTATION

One copy of the Bid Document per contract may be obtained from the offices of Endumeni Local Municipality, 64 Victoria Street, Dundee. A non-refundable deposit of R500.00 (either cash or bank cheque in favour of Endumeni Local Municipality) is required per document. All contract details and the qualifying criteria for this contract will be detailed in the Bid Document.

### NOTES TO PROSPECTIVE BIDDERS:

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- All bids submitted should remain valid for 90 days after the bid closing date.
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- All Bidders must ensure that the following documents are attached to their Bid:
  - ✓ Valid Tax Clearance Certificate with TAX Pin
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  - ✓ Certified copy of Director(s) Identity documents not older than 3 months
  - ✓ Company Profile with traceable references.
  - ✓ Central Database Report (CSD)
  - ✓ Certificate of professional body (Where applicable)
  - ✓ Statement of municipal rates/ Lease agreement/ Proof of address for those living in rural areas
  - ✓ Bidders to provide list of plants available for hire
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### BID CLOSING DATE

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Bids may only be submitted on the bid documentation issued. Retyping of the bid document or any part thereof is not permitted. Late, incomplete, electronic, telegraphic, telexed, faxed bids will not be considered.

### BID ENQUIRES

Bid enquires should be directed to Supply Chain Management Office, Mr LM.H Zulu or Mr B.C Sibiya as follows: 034 – 212 2121

## 1 CONDITIONS OF BID

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### 1.1 The Employer

The Employer is:  
Name: **Endumeni Local Municipality**  
Contact Person: **Mr. R Mavuso or Ms. M Mbatha**  
Address: **64 Victoria Street, Dundee**  
Tel.: **034 212 2121**  
Fax: **034 212 3856**

### 1.2 Eligibility

A supplier will not be eligible to submit a bid if:

- a) The supplier submitting the bid is under restriction or has principals who are under restrictions to participate in the Employer's procurement due to corrupt or fraudulent practices;
- b) The supplier does not have the capacity to enter into the contract;
- c) The supplier submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- d) The supplier does not comply with the legal requirements stated in the Employer's procurement policy;
- e) The supplier cannot demonstrate that he/she possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- f) The supplier cannot provide proof that he/she is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

### 1.3 Delivery of the Bid

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: **The main reception area, Endumeni Municipality, 64 Victoria Street, Dundee, 3000**

Postal address: **Private Bag 2024, Dundee, 3000**

Identification details: **TENDER FOR BID No: B31/2020-21**

### 1.4 Closing Time

The closing time for submission of tender offers is: **14:00**

### 1.5 Opening of the Bids

The location for the opening of the tenders are: **Council Chamber**  
Time: **14:00**

## 1.6 Conditions of Tender Acceptance

Bid will only be accepted on condition that:

- (a) The Bid is signed by a person authorised to sign on behalf of the supplier;
- (b) A valid original Tax Clearance Certificate.
- (c) The supplier or a competent authorised representative of the supplier who submitted the Bid has attended the compulsory clarification meeting or site inspection;
- (d) The supplier or any of its principals is not listed on the register of supplier's Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (e) The supplier has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to the effect.
- (f) The Bidder has indicated and declared where or not a spouse, child parent of the supplier is the service of the State.
- (g) The Employer is satisfied that the supplier or any of his principals have not influenced the Bid and acceptance by the following criteria:
  - (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or executive of this Contract.
  - (ii) having acted in a fraudulent or corrupt manner in obtaining or executing this Contract.
  - (iii) having approached an officer or employee of the Employer or the Employers Agent with the object of influencing the award of a Contract in the Bidder's favour;
  - (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this Contract or as to the amount of the bid to be submitted by either party;
  - (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed bid;

The Employer may, in addition to using any other legal remedies, repudiate the BID offer and acceptance and declared the Contract invalid should it have to been concluded already.

**GENERAL CONDITIONS OF CONTRACT**

**2.1 DEFINITIONS**

- 2.1.1 The term "Employer" shall mean the Head of Technical Services: Endumeni Local Municipality and shall include his duly authorised representatives and his successors.
- 2.1.2 The term "Employer's Representatives" shall mean any person appointed by the Employer under whose direction the plant and equipment hired under this Contract shall work.
- 2.1.3 The term "Works" shall mean the work to be executed by the plant and equipment to be hired under this Contract.
- 2.1.4 The term "Site" shall mean the lands and other places on, under, in or through which the Works are to be executed or carried out.
- 2.1.5 The term "Contract Document" shall mean the entire contents of this Document and the forms on which the Bidder offers plant and vehicles for hire.
- 2.1.6 Words importing the singular only, also include the plural and vice versa where the context requires.
- 2.1.7 Term "day" shall mean a calendar day and will consist of 8 hours.
- 2.1.8 The term "week" shall mean five calendar days, Monday to Friday inclusive.
- 2.1.9 The term "operator" shall mean an appropriately qualified and properly trained operator or driver.
- 2.1.10 The term "plant and vehicles" shall mean all the items detailed in Clause 2.2. which is contained in this document.

**2.2 PLANT AND VEHICLES**

The items of plant, vehicles and equipment required for hire in terms of this Contract have been divided into various categories. These categories are defined in the table below. The Employer reserves the right to add additional items during the Contract period.

**Category A** (Self Propelled Plant and Vehicles)

ITEM NUMBER	DESCRIPTION
A1	Graders
A2	Tracked Dozers
A3	Wheeled Loaders
A4	Tracked Excavators
A5	Wheeled Excavators
A6	Tractor Loader Backhoes (4 x 2)
A7	Tractor Loader Backhoes (4 x 4)
A8	Self Propelled Vibratory Rollers (Padfoot)
A9	Self Propelled Vibratory Rollers (Smooth)
A10	Trenchers
A11	Large Tow Tractors (4 x 4)
A12	Mowing Tractors - rear mounted flail/slasher mower
A13	Mowing Tractors – side mounted boom flail Mower and rear mounted slasher/flail
A14	Mowing Tractors – rotary oval disc mower
A15	Tip Trucks Minimum 5 m <sup>3</sup>
A16	Articulated Dump Trucks Minimum 11 m <sup>3</sup>
A17A	Tractor Tipping Trailer Combinations Min 5 m <sup>3</sup>
A17B	Tractor Trailer Combo – 2 Trailors
A18	Platform Truck Minimum 2 000 kg capacity with driver.
A19	Motorised Water Tanker Minimum 6 000 litres Capacity
A20	All Terrain Mobile Cranes
A21	Crane Trucks Minimum 2 000 kg capacity with driver
A22	Milling Machines with operator
A23	Light Delivery Vehicles Minimum 750 Kg Capacity (4 x 2)
A24	Light Delivery Vehicles Minimum 750 Kg Capacity (4 x 4)
A25	Platform Truck Minimum 2 000 kg Capacity

- **To be supplied with operator or driver.**

**Category B** (Pedestrian Controlled, Drawn and Standing Plant)

ITEM NUMBER	DESCRIPTION	
B1	Concrete Mixers	
B2	Pedestrian Controlled Vibratory Rollers	
B3	Vibratory Plate Compactors	
B4	Water Pump	
B5	Concrete Vibrating Pokers	
B6	Concrete Dumpers	
B7	Towed Grid Rollers	
B8	Soil Compactors - rectangular foot	
B9	Power Mower, slasher type	
B10	Brush Cutter	
B11	Trash Pump Centrifugal	
B12	Portable Generator	
B13	Portable Compressors with jack hammers and paving breaker	
B14	Concrete Saw - Pedestrian Controlled	
B15	Electric Paving Breaker	
B16	Electric Rotary Hammer Drill	
B17	Portable Compressor with Rock Drill	

**Category C** (Combination Teams)

ITEM NUMBER	DESCRIPTION	
C1	Crawler Excavator / 5 m <sup>3</sup> Trucks	
C2	Crawler Excavator / 9 m <sup>3</sup> Trucks	
C3	Wheel Loader / 5 m <sup>3</sup> Trucks	
C4	Wheel Loader / 9 m <sup>3</sup> Trucks	

- To be supplied with operator or driver.

**Category D** (Lowbed Transporters)

ITEM NUMBER	DESCRIPTION	
D1	Horse and Trailer 10 000 kg - 24 000 kg	
D2	Horse and Folding Gooseneck 24 001 - 35 000 kg	
D3	Horse and Folding Gooseneck > 35 000 kg	

- To be supplied with operator or driver



### Category E (Gravel Processing Team)

Items of Plant
Grader, Pad Foot Roller & Water Cart *
Grader, Water Cart, Grid Roller and Tow Tractor *
Grader, Smooth Drum Roller and Water Cart *

### Category F ( Blading of Roads)

ACTIVITY
Blading of Roads in Flat Terrain*
Blading of Roads in Mountainous Terrain*

- **To be supplied with operator or driver**

## 2.3 CONDITION OF PLANT AND EQUIPMENT

It is a requirement that all items of plant or equipment offered, be in a good condition.

The condition and year of manufacture of the plant or equipment will be taken into account when considering tenders.

The Employer reserves the right to call for the history sheets and repair records of any item which is more than 6 years old.

The Employer reserves the right to inspect any item of plant or equipment offered.

Plant that is in a poor state of repair and could be subject to frequent breakdowns will not be considered.

Plant which has been accepted on the contract in good faith and which proves to be in a poor condition and subject to frequent break downs, will be cancelled from the Contract and not considered for further hire. The Employer will not pay any costs arising from transporting such an item to or from site.

## 2.4 PROOF OF OWNERSHIP AND LICENSING

All the self propelled items which may travel on public roads and which are offered for hire must meet the following conditions:

- The items must be registered in the firm's name or in a shareholder's name (provided the shareholder is a natural person);
- 
- The items must be registered and licensed by the Motor Licensing Bureau in accordance with the Road Traffic Act;
- 
- The license must be valid at the time of submission of the tender;
- 
- The item must have a current Certificate of Fitness (where necessary).

The registration and licensing of the items will be verified with the Motor Licensing Bureau during the adjudication process. Any item found not to comply will be summarily rejected.

The licensing details will again be verified when the item is delivered to site. Any item found to be unlicensed will not be permitted to work.

## **2.5 VERIFICATION OF ITEMS OFFERED FOR HIRE**

Form G (of the Forms to be completed by Bidder) has been included to enable Bidders and adjudicators a simple means of verifying the total number of items offered for hire on this contract. This form must be completed in full.

## **2.6 OFFER OF NEW PLANT SUBSEQUENT TO BID CLOSE**

A Contractor whose plant has been accepted, may make application during the contract period for a newly acquired machine to be included on the contract in the place of, or in addition to, those already accepted. The prescribed bid form, as detailed in Clause 2.2, must be completed providing all the relevant details.

N.B. Bidders are to note that a time period of at least two weeks should be allowed for processing the applications and granting of approval by the Employer. Machines must not be placed on hire with the Employer until confirmation of acceptance onto the contract has been received.

## **2.7 REPAIRS**

The cost of any labour and spare parts necessary for the maintenance, servicing or repair of the plant and equipment shall be borne by the suppliers.

## **2.8 COMPETENCY OF OPERATORS**

It is a strict requirement of this contract that all operators or drivers provided with items hired on this contract are to be fully competent in the operation of their particular item, have the required licence in accordance with the Road Traffic legislation (including Professional Driver's Permit, where necessary) and be sufficiently literate to complete daily log sheets which may be required by the Employer's Representative. Where required by legislation, operators must be in possession of a valid certificate of competency for the type of equipment being operated.

## **2.9 SPEEDING FINES**

It will be the responsibility of the Supplier to pay for Speeding Fines

## **2.10 PROVISION OF FUEL**

### **2.10.1 Category A Items**

All items offered from category A-F will be supplied with fuel by the employer. All costs to exclude cost of fuel.

## **2.11 PROVISION OF LUBRICANTS**

### **2.11.1 Category A, C and D Items**

In category A, C and D, lubricants are to be supplied by the contractor for all items.

### **2.11.2 Category B Items**

In category B lubricants are to be supplied by the contractor for all items.

## **2.12 WORK AND SUPERVISION**

The plant and equipment hired under this Contract are to work under the direction of the Employer's Representative. The Employer's Representative may delegate to any one or more of his deputies any of his powers under the Contract. The Contractor shall recognise and

obey any persons so delegated to perform any powers or functions of the Employer's Representative.

### **2.13 OFFICIAL ORDER**

No items should be delivered to site, or commence work, unless the Contractor is in possession of an official order from the Employer specifying the type(s) and number(s) of machine(s) to be provided and the period of hire.

### **2.14 PERIOD OF HIRE**

The approximate period of time for which plant will be hired shall be mutually agreed upon between the Contractor and Employer at the time of request.

### **2.15 TERMINATION OF HIRE**

The plant and equipment will be hired by the Contractor to the Employer for the period specified, but either party may terminate the hire by giving a minimum of 48 hours notice to the other (subject to the observation of the minimum hire period as set out in clause 3.20).

### **2.16 MAINTENANCE**

The daily maintenance and refueling of the plant and equipment shall not be carried out during normal working hours without the express authority of the Employer's Representative. If authority is granted the item will be regarded as being under repair during the maintenance and refuelling period.

### **2.17 DAMAGE**

The Employer shall not be liable for any damage whatsoever caused to the plant and equipment whilst on the site, being operated or otherwise, or being transported to or from such site, unless such damage is as a direct result of any negligence on the part of the Employer or his representative acting within the scope of his employment. In such instances, the Employer's liability will be limited to the value of the insurance excess amount. Should the Contractor not be insured, then the Employer will not be liable for any costs.

In the event of any death or injury to any of the Contractor's employees or damage to his plant and equipment arising from the contract hereby constituted, a representative of the Employer shall cause an investigation to be instituted forthwith, and in any case, within 24 hours. The findings of such an investigation shall be communicated to the head office of the Employer and to the Contractor.

### **2.18 INSURANCE**

#### **a) Public Liability Insurance**

The Employer will accept responsibility for any claims that would normally be covered by a Public Liability Insurance policy that may arise out of the use of any vehicle or plant item hired in terms of this contract, provided that at the time of the incident giving rise to the claim:

- The equipment was operating under the control and direction of the employer;
- The equipment was in a safe working order with no latent defects which could give rise to the incident;
- The operator was not operating the equipment while under the influence of alcohol or drugs or other intoxicating substances;
- The operator had undergone formal training on the particular machine and had been judged to be competent to operate it unsupervised;

- The operator was in possession of a valid driving license of the appropriate class for the equipment being operated.

## **2.19 OUTPUT AND BREAKDOWNS**

If any item of equipment, hired under this Contract, proves to be incapable of producing a satisfactory output, or is subject to frequent breakdown, or is broken down for an extended period, or has an average availability of less than 70% over the duration of the hire period, the Employer's Representative may consider such an item as being "unsatisfactory".

The Employer will advise the Contractor in writing if any item is considered to be unsatisfactory. Continued failure by the Contractor to meet the targets set by the Employer with regard to output and / or availability will result in an instruction being issued to the Contractor to remove the item of equipment from the site. Such instruction will be issued in writing and will be authorised by the delegated personnel within Technical Services .

Where a Contractor is instructed to remove an item from site in accordance with this clause, the cost of transporting the item to and from the site, and any other resultant costs, shall be borne by the Contractor.

The Contractor shall ensure that all items of plant hired under this contract work to their maximum capacity throughout the Contract period. If in the opinion of the Employer's representative any item of plant has not worked to maximum capacity, he shall have the right to recommend that the number of hours recorded as working time be reduced for the period under consideration. Any such reduction of hours will require the approval by the Employer

In the event of such an occurrence, the Contractor will be advised in writing as to the reason for the reduction. If no improvement in performance is evident the Contractor may be requested to remove the item from site without the prescribed 48 hours notice period being served.

## **2.20 MISCONDUCT OF CONTRACTOR'S PERSONNEL**

If, in the opinion of the Employer's Representative, any person employed by the Contractor on the site misconducts himself, or is incompetent or negligent in the performance of his duties, such Representative may report such misconduct, incompetence or negligence to the Contractor and require him to remove such person from the site. The Contractor shall comply with such request immediately, but may undertake an investigation into the allegations against such employee, and if such allegations are confirmed such employee shall not be permitted to enter upon the site thereafter. If the said allegations should prove to be unfounded or frivolous, the Contractor shall have the right, to bring the evidence before the Employer's Representative who may then agree to allow the person back on site. The Contractor will not receive any compensation for any costs incurred by him for this investigation.

## **2.21 CAMPS**

The Contractor shall be responsible for the security of his equipment on site, and for the provision of accommodation and ablution facilities for his staff.

The Contractor shall place any camps that may be required for himself and his employees only on sites approved by the Employer's Representative. No trees or bushes shall be cut by the Contractor or by any of his employees without the written consent of the Employer's Representative and then only where he may direct. No shooting, trapping or hunting of game of any description either by the Contractor or any of his representatives shall be permitted in the vicinity of the camps.

On vacating a camp site the Contractor shall ensure that the site is left in a clean and tidy condition. All abandoned equipment or parts of equipment, old tyres, drums, spare parts and all materials and stores brought to the campsite shall be removed by the Contractor.

Camps that have been established by the Employer are for the exclusive use of the Employer's staff. The Contractor will not be permitted to utilize these facilities.

## **2.22 COMPLIANCE WITH ROAD TRAFFIC ACT**

The items offered must comply in all respects with the requirements of the Road Traffic Act (Act 93 of 1996) as amended and display a Road Transportation Quality System disc (RTQS) as required.

In terms of the Road Traffic Act, vehicles operating on certain roads, require a flashing amber light. The Contractor is required to supply and fit such a light, if requested to do so by the Employer's Representative, at no additional cost to the Employer.

## **2.23 COMPLIANCE WITH ROAD TRAFFIC ACT**

If any dispute or difference of any kind whatsoever shall arise between the Employer's Representative and the Contractor, arising out of the Contract, it shall be referred to and settled by the Employer's Representative who shall state his decision in writing and give notice of the same to the Employer and the Contractor. If the Employer's Representative shall fail to give such decision for a period of one calendar month after being requested to do so in writing or if either the Employer or the Contractor be dissatisfied with any such decision of the Employer's Representative then and in any such case either the Employer or the Contractor may within one calendar month after receiving such notice or decision in writing require that the matter in dispute be referred to a mediator by the parties, without legal representation, at a place and time determined by the mediator. The mediator shall, by agreement between the parties, be chosen from a panel of mediators nominated from time to time by the President of the South African Institution of Civil Engineers, in consultation with the President of the South African Federation of Civil Engineering Contractors. The opinion of the mediator shall be final and binding on the Employer and the Contractor and shall not be subject to appeal.

## **2.24 ASSIGNMENT OR CHANGE OF OWNERSHIP**

The Contractor shall not assign the contract or any part thereof or any interest therein without the written consent of the Employer. If the company is sold or the shareholding of the company changes in any way, the Employer is to be advised in writing immediately.

## **2.25 ALLOCATION OF WORK**

During the adjudication of this bid, the items offered under the various categories will be scheduled at the discretion of the Employer into sub-categories according to either size, power rating or mass. The items will be sorted according to the Contractor identification number, which will be assigned at the time of opening tenders. The items will be further sorted so that those contractors who conform to the Employer's definition of "Emerging Plant Hire Contractor" are placed at the head of the list for each category and sub-category.

Where more than one Contractor is accepted on contract for the same machine category in the same Region, the Employer will, as far as possible share the work equally amongst all the successful Contractors.

In the selection of the item to be hired, the cost of transporting the item to and from site will be taken into consideration, especially when a machine is to be hired for a relatively short period.

**NB: Bidders shall undertake to have available during normal working hours a competent employee to receive telephone orders for hire and withdrawal of equipment. Answering machines are NOT acceptable.**

**NB: Bidders are to notify the Employer immediately if their physical address, telephone or fax numbers change.**

**NB: The Employer is under no obligation to utilise any of the Contractors finally accepted as eligible to do work in terms of this contract.**

## **2.26 HIRE OF TWO OR MORE ITEMS FOR THE SAME PROJECT**

Where a number of items are to be hired for a particular project or site, the Employer reserves the right to hire all the items from the Contractor who is able to supply, and has available, all the required items. Cognisance will be taken of the cost of transporting the machines to and from site.

In the event of one machine of a number of interdependent items obtained from the same supplier being nonoperational as defined in clause 3.5, the remainder of the team will be deemed to be non-operational until such time as the item is available for work. There will be no payment for any of the inter-dependent items during this period.

## **2.27 TRANSPORTATION**

### **2.27.1 Items Driven to Site**

For Category A and C items, the normal hire rate will apply for the time taken to travel from the Contractor's premises to the site (and vice-versa). The Employer reserves the right to reduce the amount paid for travelling if, in the Employer's opinion, the time claimed by the Contractor is excessive.

### **2.27.2 Items Transported to Site**

Where it is more practical to do so, the Employer may arrange for the equipment to be transported to site.

The Employer reserves the right to transport the particular item using any transporter on contract suitable for carrying out the move. Provided always that the Contractor's permission for such move is obtained by the Employer.

No payment will be made for the time that the machine is being transported. Payment will only be made for the time that the machine is available for work on the site.

**NB: Should the Contractor refuse to allow an item to be transported by other low-beds, the Employer reserves the right to obtain the required item from another Contractor.**

### **2.27.3 Transportation of Items between Sites During the Hire Period**

Machines will normally move between sites under their own power and this journey will be paid for at the prescribed hourly rate. Where, in the opinion of the Employer's representative, it is necessary to employ a transporter to move the item/s from one site to another, the Employer will arrange the transport of the particular item using any transporter on contract suitable for carrying out the move. Provided always that the Contractor's permission for such a move is obtained by the Employer. In such instances the contractor may claim the Standing Time Rate whilst the machine is being transported.

## **2.28 REMOVAL OF CONTRACTORS**

Contractors not conforming with the Contract requirements eg Tax Clearance may be removed from the Contract.

### 3 SPECIFICATIONS OF ITEMS TO BE HIRED

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The items to be hired under the various categories are to comply with the following minimum requirements:

#### 3.1 Category A (Self Propelled Plant and Vehicles)

##### Graders

##### **Mass 0 - 10 000 kg, Minimum power 50 kW**

To be equipped with a center mounted blade and either a rear mounted ripper or a rear mount hydraulic excavator boom and bucket (0,3 m³).

##### **Mass Minimum 10 001 kg, Minimum power 90 kW**

The graders are to be fitted with scarifiers or rear mounted rippers and a blade which can be positioned hydraulically to batter slopes up to 80 degrees to the horizontal. The positioning of the blade into the batter position shall be possible from the operators seat without any additional assistance.

##### A2 Bulldozers

The bulldozers are to be fitted with hydraulically actuated blades and rippers. Bulldozer blades should be either of the straight tilt cylinder type or the "C" frame and angle dozer type. The top brace arms on the angle blade must be adjustable. The minimum net power rating to be not less than 40 kW.

##### A3 Wheel Loader

The range of wheel loaders required are to have a minimum mass of not less than 6 000 kg and be equipped with at least a 0,8 m³ struck general purpose bucket.

##### A4 Tracked Excavator

The tracked excavators required are to have a mass of not less than 15 000 kg and be equipped with a bucket capacity of not less than 0,5 m³ heaped and capable of 360° slewing.

##### A5 Wheeled Excavator

The wheeled excavators required are to have a mass of between 10 000 kg and 20 000 kg and be equipped with a bucket capacity of not less than 0,4 m³ heaped and capable of 360° slewing.

##### A6 Tractor Loader Backhoes (4x2)

The minimum net power to be not less than 50 kW.

##### A7 Tractor Loader Backhoes (4x4)

The minimum net power to be not less than 50 kW. The front axle and rear axle must both be driven.

##### A8 Self Propelled Vibrating Roller with Padfoot Steel Drum

The roller must have pneumatic rear tyres, a minimum net power of not less than 75 kW and a minimum mass of not less than 9 000 kg.

##### A9 Self Propelled Vibrating Roller with Smooth Steel Drum

The roller must have pneumatic rear tyres, a minimum net power of not less than 75 kW, and a minimum unballasted mass of not less than 9 000 kg.

A10 Skid Steer Loaders

Rigid frame loaders with an operating mass of between 2 000 kg and 3 500 kg and a minimum net power of 35 kW. Bucket capacity to be not less than 0.35 m<sup>3</sup>.

A11 Tow Tractors (4 x 4)

The 4 wheel drive tow tractors which are to have a net power rating of not less than 115 kW and a mass of not less than 8 500 kg are to be fitted with a tow hitch suitable for pulling a grid roller. It shall be capable of pulling a grid roller at a minimum speed of 12 kilometres per hour on the level when gridding coarse material.

A12 Mowing Tractor

The tractor net power should be not less than 35 kW and is to be equipped with a rear mount slasher/flail mower of minimum cutting width 1 800 mm and two high intensity (55 W) flashing lights (orange).

A13 Mowing Tractor

The tractor net power should be not less than 45 kW and is to be equipped with a side boom flail mower and a rear mount slasher/flail and two high intensity (55 W) flashing lights (orange). The minimum cutting width of the side mower should not be less than 1 200 mm and the minimum cutting width of rear mount mower should not be less than 1 800 mm.

A14 Mowing Tractor

The tractor net power should be not less than 35 kW and is to be equipped with a rotary oval disc type mower with a minimum cutting width of not less than 1,65 m, and be equipped with a hydraulic boom allowing a declination of 45° below horizontal and an inclination of 90° to the horizontal. The tractor is to be fitted with two high intensity (55 W) flashing lights (orange).

A15 Tip Trucks

Tip trucks offered should have a capacity of 5 m<sup>3</sup> or greater. The bodies shall be of the scow back design or if not, should be equipped with tail gates.

A16 Articulated Dump Trucks (A.D.T.)

The A.D.T.'s offered must have a carrying capacity in excess of 11 m<sup>3</sup> struck and a minimum net power of not less than 120 kW.

A17 A Tractor/Tipping Trailer Combinations

The combinations should be equipped with a scowback trailer with a carrying capacity in excess of 5 m<sup>3</sup> struck. The tipping mechanism should be hydraulically actuated from the driver's position.

A 17 B Tractor/Tipping Trailer Combinations



The combinations should be equipped with 2 scowback trailers each with a carrying capacity in excess of 5 m<sup>3</sup> struck. The tipping mechanism should be hydraulically actuated from the driver's position.

A18 Platform Trucks

The trucks are to be fitted with dropside bodies and have a minimum capacity of not less than 2 000 kg. These vehicles to be supplied with drivers.

A19 Motorised Water Tankers

Water tankers should be self propelled and have a capacity of at least 6 000 litres. The units must be equipped to fill and discharge water without external mechanical assistance, ie. must have an onboard water pump. These vehicles to be supplied with drivers.

All vehicles to be equipped with TARE and GVM plates.

A20 All Terrain Mobile Cranes

These must be fully hydraulic mobile cranes, able to travel to and from site under their own power on the public road. They must be equipped with a telescopic jib and must be capable of 360° slewing. The maximum safe working load at minimum radius, with outriggers fully extended, must be not less than 15000 kg. The crane must be supplied with all necessary slings and shackles to enable each load to be safely attached to the crane. The crane and all the lifting equipment must be inspected and tested in accordance with the requirements of the Occupational Health and Safety Act. These items to be supplied with a fully qualified operator.

A21 Crane Trucks

Platform trucks, fitted with hydraulic cranes, with dropside bodies and a minimum capacity of not less than 2 000 kg. These vehicles to be supplied with drivers.

A22 Milling Machines

Milling Machines with a minimum capacity to mill to a depth of 100mm in a single pass and to be fitted with an automatic sensor system to accurately maintain a preset depth of cut. Minimum width of cut 350mm.

A23 Light Delivery Vehicles (4 x 2)

These items must be of the 4 x 2 wheel drive pick up configuration with a 0,75 to 1 ton load capacity. These vehicles to be supplied without drivers.

A24 Light Delivery Vehicles (4 x 4)

These items must be of the 4 x 4 wheel drive pick up configuration with a 0,75 to 1 ton load capacity. These vehicles to be supplied without drivers.

A25 Platform Trucks

The trucks are to be fitted with dropside bodies and have a minimum capacity of not less than 2 000 kg. These vehicles to be supplied without drivers.

### 3.2 **Category B** (Drawn, Pedestrian Controlled and Static Items)

#### Concrete Mixers

The concrete mixers are to be powered with either a petrol or diesel engine and fitted with wheels suitable for towing slowly around site behind an LDV.

The drum capacity should not be less than 150 litres wet.

B2 Pedestrian Controlled Vibratory Rollers

These items are to have a minimum drum width of not less than 450 mm.

B3 Vibratory Plate Compactors

Minimum plate size to be not less than 300 x 300 mm.

B4, B11 Water Pumps and Trash Pumps

A range of self-priming water pumps are required and are to have an outlet of not less than 50 mm and not greater than 200 mm.

The trash pumps are to have an outlet of 50 or 75 mm.

B5 Concrete Vibratory Poker

The concrete vibrating poker must be supplied complete with motor and needle.

The vibrating poker head should be greater than 25 mm but not more than 75 mm.

B6 Concrete Dumpers

These are to be fitted with a hydraulic tipping skip with a minimum capacity of not less than 1 cubic metre.

B7 Towed Static Grid Roller

To be ballasted to a minimum mass of not less than 13 tons.

B8 Soil Compactors

These must be plate compactors of the rammer type with minimum net power of not less than 2,3 kW.

B9, B10 Power Mowers and Brush Cutters

The power mowers required are of the industrial slasher type, pedestrian controlled, with a minimum engine net power output of 5 kW.

The brush cutters should have a minimum engine net power of not less than 1 kW.

B12 Portable Generators

The generators should have either a petrol or diesel engine driving an alternator. The output of the alternator should not be less than 3 KVA and not more than 10 KVA.

B13 Portable Compressors

This unit will comprise of the compressor, which shall be capable of producing at least 3,96 cubic metres of compressed air per minute, a jack hammer complete with 30 m of hose, and one of the following :

- moil point
- chisel point
- spade

**B14      Concrete/Asphalt Saw**

The concrete/asphalt saw must be petrol powered (minimum 4,5 kW) mounted on a trolley with facility to adjust depth. The trolley must be equipped with a water attachment to control dust. The saw must be capable of driving a 350 mm diameter concrete or asphalt diamond blade.

**B15      Electric Paving Breaker**

The unit must provide an equivalent of 60 joules breaking power. To operate on a single phase, 220 volt electrical system. Units to be provided with an appropriately sized power pack and equipped with one of the following :

- chisel
- moil
- spade

**B16      Electric Rotary Hammer Drill**

The unit must provide an equivalent of 25 joules breaking power. To operate on a single phase, 220 volt electrical system. Units to be provided with an appropriately sized power pack. Accessories :

- 22 mm diameter drill bit
- 28 mm diameter drill bit
- 80 mm diameter core drill bit

**B17      Portable Compressor and Rock Drill**

This unit will comprise of the compressor and a rock drill complete with 30 m of hose.

The following drill steel must also be available :

- 32 mm drill steel 800 mm long
- 32 mm drill steel 1000 mm long
- 32 mm drill steel 1600 mm long

### **3.3      Category C (Combination Teams)**

#### **Crawler Excavator / 5 m<sup>3</sup> Trucks**

##### **Excavator**

Type	:	crawler
Quantity	:	1
Max slew	:	360°
Mass of machine	:	≥ 17 000 kg
Bucket capacity	:	≥ 0,8 m <sup>3</sup> (heaped)

### Trucks

Type : tip  
Quantity : minimum of 6  
Carrying capacity :  $\geq 5 \text{ m}^3$

## C2 Crawler Excavator / 9 m<sup>3</sup> Trucks

### Excavator

Type : crawler  
Quantity : 1  
Max slew : 360°  
Mass of machine :  $\geq 20\,000 \text{ kg}$   
Bucket capacity :  $\geq 1,2 \text{ m}^3$  (heaped)

### Trucks

Type : Tip  
Quantity : minimum of 4  
Carrying capacity :  $\geq 9 \text{ m}^3$

## C3 Wheel Loader / 5 m<sup>3</sup> Trucks

### Loader

Type : Wheeled  
Quantity : 1  
Mass of machine :  $\geq 8\,000 \text{ kg}$   
Bucket capacity :  $\geq 1,2 \text{ m}^3$  (struck)  
Bucket type : general purpose

### Trucks

Type : Tip  
Quantity : minimum of 6  
Carrying capacity :  $\geq 5 \text{ m}^3$

## C4 Wheel Loader / 9 m<sup>3</sup> Trucks

### Loader

Type : Wheeled  
Quantity : 1  
Mass of machine :  $\geq 9\,500 \text{ kg}$   
Bucket capacity :  $\geq 1,7 \text{ m}^3$  (struck)  
Bucket type : general purpose

### Trucks

Type : Tip  
Quantity : minimum of 4  
Carrying capacity :  $\geq 9 \text{ m}^3$

## C5 Grader / Water Truck / Tow Tractor and Grid Roller

### Grader

Quantity : 1  
Mass of machine :  $\geq 10\,001 \text{ kg}$   
Net power :  $\geq 90 \text{ kW}$

### Water Truck

Quantity : 1  
Capacity of tank :  $\geq 6\,000 \text{ l}$

#### Tow Tractor

Type : 4x4  
Quantity : 1  
Mass of machine :  $\geq 5\,500$  kg  
Net power :  $\geq 115$  kW

#### Grid Roller

Quantity : 1  
Ballasted Mass :  $\geq 13\,000$  kg

### 3.4 **Category D** (Lowbed Transporters)

#### 3.4.1 General

The transporters offered must be suitable for the transporting of earthmoving plant in and around Endumeni Municipality and comply with the following requirements :

- trailers greater than 24 000 kg payload must be of the folding gooseneck type,
- the combination must comply in all respects with the Road Traffic Act 29 of 1989, (as amended).
- the mechanical horse must be equipped with a tachograph, or electronic recorder,
- the combination must have a valid Public Carriers Permit, and
- the combination must have a valid Certificate of Roadworthiness or be issued with a Road Transportation Quality System disc (R.T.Q.S.).
- three different combination payload items have been defined as follows :

Item D1 :  $>10\,000 < 24\,000$  kg

Item D2 :  $>24\,001 < 35\,000$  kg

Item D3 :  $> 35\,000$  kg

In addition the following applies :

- a) A photostat of the Public Carriers Permit or the RTQS Transport Operators Disk must be attached to the Tender Form M (Details of Transporter Offered for Hire).
- b) The transporter must be dispatched to the source of the move within 24 hours of receiving an official order or a facsimile thereof.
- c) The Contractor is responsible for lashing the load and must provide adequate lashing apparatus.
- d) Contractors are required on request to produce adequate proof of insurance to cover the value of the equipment being transported. A minimum insurance cover of R2 000 000 for the load being transported is required.

Should the Employer deem the value of the goods being transported to be in excess of R2 000 000, the Contractor shall be notified as to the increased value. The contractor must ensure that the goods are insured for the extra value. A one off premium invoice for the additional insurance, from the underwriter, may be submitted for payment to the Employer.

- e) A signed delivery note or proof of delivery must be attached to the invoice.
- f) A photostat copy of the tachograph card must accompany the invoice when claiming for winching time and standing time.

- g) Any discrepancy or disagreement in the kilometres travelled will be resolved by using an Automobile Association map.
- h) The Employer's Official will advise the Contractor of the model, width, height and mass of the item to be transported. The Contractor will be solely responsible for providing a transporter legally capable of conveying the load.
- i) The rate for winching time is applicable when the Contractor is specifically requested to winch a machine which cannot propel itself onto the trailer. This rate will not apply for simply winching the gooseneck trailer onto the fifth wheel under normal circumstances.
- j) The Contractor is entitled to tender a price for standing time. This rate shall apply if the transporter is forced to stand due to circumstances attributable to the Employer. A claim resulting from any other cause will not be considered.
- k) Any claim for standing time or winching time must be accompanied by full motivation, giving all details necessary for the Employer to assess the claim.
- l) A copy of the Abnormal Vehicle Registration Certificate, if applicable, must be attached to Bid Form when submitting the tender.
- m) The Contractor will be responsible for providing escorts if the load so requires. The Contractor is entitled to tender a rate per escort.
- n) The Contractor will be responsible for obtaining permits if the size of the load requires and may claim a percentage mark up on the purchase price of the permit. This percentage mark up must be tendered on Bid Form for each transporter offered. The Employer reserves the right to reject any percentage mark up which is considered excessive. A copy of the permit clearly indicating the price must accompany any such claim.
- o) The Contractor must indicate on Bid Form the physical address from which he will operate. The Employer will only pay the unladen km rate to and from this destination.

### 3.5 **Category E** ( Gravel Processing Team)

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#### Grader

Quantity : 1  
 Mass of machine : > 10 001 kg  
 Net power : > 90 kW

Self Propelled Vibrating Roller with Padfoot Steel Drum

The roller must have pneumatic rear tyres, a minimum net power of not less than 75 kW and a minimum mass of not less than 9 000 kg.

#### Water Truck

Quantity : 1  
 Capacity of tank : > 6 000l

Grid Roller

Quantity : 1  
 Ballasted Mass : > 13 000 kg

Tow Tractor

Type : 4x4

Quantity : 1

Self Propelled Vibrating Roller with Smooth Steel Drum

The roller must have pneumatic rear tyres, a minimum net power of not less than 75 kW, and a minimum unballasted mass of not less than 9 000 kg.

All Material using Category E shall be broken down to < 125 mm and compacted to 93% MAASHTO density

### **3.6 Category F ( Blading of Roads)**

Grader  
Quantity : 1  
Mass of machine : > 10 001 kg  
Net power : > 90 kW

Category F ( Blading of Roads) shall include for 6 Passes over the road width and and before completing the Section, all drains are to be bladed clear for drainage and Mitre Drains cut

#### **4      RETURNABLE SCHEDULES AND FORMS**

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- A      CERTIFICATE OF ATTENDENCE AT CLARIFICATION MEETING
- B      RECORD OF ADDENDA TO BID DOCUMENTS
- C      QUESTIONNAIRE REPLIES
- D      CERTIFICATE OF AUTHORITY
- E      EQUITY OWNERSHIP DECLARATION
- F      ABE/PRINCIPAL/WOMEN CONTRACTOR - DECLARATION AFFIDAVIT
- G      SCHEDULE OF PROPOSED SUBCONTRACTORS
- H      TAX CLEARANCE CERTIFICATE AND CERTIFICATE OF GOOD STANDING
- I      BIDDER'S FINANCIAL STANDING
- J      CONDITIONS OF THE BID
- K      SCHEDULE OF PLANT AND EQUIPMENT OFFERED



## A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of ..... (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....

..... (location) on ..... (date), starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name ..... Signature .....

Capacity ..... Date & Time .....

## B : RECORD OF ADDENDA TO BID DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## C : QUESTIONNAIRE REPLIES

Is the delivery period stated firm?

.....

How will delivery be affected?

.....

Is the material guaranteed for a minimum period of 4 months?

.....

Are you the accredited agents in the RSA for the supply of the goods offered by you?

.....

Where is the material held?

.....

Where will be the delivery facility? (Within 50km radius of site)

.....

Where is the stock/material held?

.....

Where will the supply point be best set-up within 50km radius?

.....

What is the name and address of the factory where the goods will be manufactured and, if required inspected?.....

## D : CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

### A. Certificate for Company

I, ....., chairperson of the board of directors of .....

....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20..., Mr/Ms ..... acting in the capacity of ....., was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

#### As witnesses :

- |    |       |            |       |
|----|-------|------------|-------|
| 1. | ..... | Chairman : | ..... |
| 2. | ..... | Date :     | ..... |

### B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ..... hereby authorize Mr/Ms ....., ..... acting in the capacity of .....to sign all documents in connection with the tender for Contract .....and any contract resulting from

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

### C. Certificate for Joint Venture

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 for Contract and any contract resulting

This authorization is evidenced by the attached power of attorney signed by legally  
authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

#### **D. Certificate for Sole Proprietor**

I, \_\_\_\_\_ hereby confirm that I am the sole owner of the  
business trading as \_\_\_\_\_

**As witnesses :**

1. \_\_\_\_\_ Signature : Sole owner \_\_\_\_\_
2. \_\_\_\_\_ Date : \_\_\_\_\_

#### **E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorize Mr/Mrs. \_\_\_\_\_  
acting in the capacity of \_\_\_\_\_, to sign all documents in connection with  
the tender for Contract \_\_\_\_\_ and any contract resulting from it on our  
behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key partners upon  
who rests the direction of the affairs of the Partnership as a whole.

#### **D : EQUITY OWNERSHIP DECLARATION**

(Tenderers must complete this form, to enable the allocation of preference points, in terms of Annexure A of the Municipality's Supply Chain Management Policy, as approved by the Alfred Nzo Council)

### TYPE OF BUSINESS

Close Corp. ☐ Limited Company ☐ Joint Venture ☐ Partnership ☐ Sole Proprietor ☐

### DETAILS OF OWNERS

LIST ALL OWNERS BELOW;  
(H.D.I. = HISTORICALLY DISADVANTAGED INDIVIDUALS)

NAME	I.D. Number	Citizenship	% HDI owned	% Owned by women	Disabled?	Youth? (18-35)

**F: ABE/PRINCIPAL/WOMEN CONTRACTOR - DECLARATION AFFIDAVIT**

**1.0 BUSINESS PARTICULARS**

- 1.1 Name of Business as registered with the Registrar of Companies/Close Corporations
- 1.2 Name of Business used for TRADING purposes. If different from 1.1 or name of Business if Business is not registered with the Registrar
- 1.3 Registration No. as registered with the Registrar of Companies/Close Corporations (if applicable)
- 1.4 Physical address  
\_\_\_\_\_ Code \_\_\_\_\_
- 1.5 Postal address  
\_\_\_\_\_ Code \_\_\_\_\_
- 1.6 Telephone No. ( \_\_\_\_\_ ) Fax No. ( \_\_\_\_\_ )
- 1.7 Person/s Nominated for Handling the Affairs of the Business  
\_\_\_\_\_
- 1.8 VAT Registration No. [if applicable]: .....
- 1.9 Unemployment Insurance Fund No. [if applicable] .....
- 1.10 Compensation Commissioner Registration No. [if applicable] .....
- 1.11 Income Tax Reference No. ....

***NB.: Insert personal income tax number if a one person business [sole trader] and personal income tax numbers of all partners in a partnership***

- 1.12 P.A.Y.E. [if applicable] .....

***NB.: An Original Tax Clearance Certificate as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001, and issued by the South Africa Revenue Services (SARS) must be submitted together with this document for registration purposes***

2.0 **TYPE OF BUSINESS**

2.1 Tick Whichever Block is Applicable to Your Business and **ATTACH THE RELEVANT CERTIFIED COPY.**

Type of Business	Tick	Information Required
Public Company Ltd		Certified copy of Certificate of Incorporation [CM3]
Private Company [Pty] Ltd		Certified copy of Certificate of Incorporation [CM3]
Close Corporation cc		Certified copy of CK1 Document and CK2 [if applicable]
Sole Proprietor		Certified copy of I.D. Document
Partnership		Certified copy of Partnership Agreement
Trust		Certified copy of Trust Document

3.0 **COMPANY CLASSIFICATION** (Tick one box)

- ☐ Contractor who generates more than 75% of turnover as a Prime Contractor  
☐ Contractor who generates less than 25% of turnover as a Prime Contractor  
☐ Labour-only sub-contractors  
☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers e.g. transporter

4.0 **PREVIOUS BUSINESS INFORMATION**

4.1 Did Your Business Exist Under a Previous Name? (Please Tick) Yes ☐ No ☐

4.2 If "Yes" What Was The Previous Business Name?

4.3 Why Was It Changed?

4.4 Who were the previous Owners, Partners, Members or Shareholders?

Name	Capacity	HDI Yes/No	Woman Yes/No



5.0 **PRINCIPAL BUSINESS ACTIVITIES** (Please Specify Hereunder)

5.1 Detail hereunder all trade Associations/Professional Bodies/Business Associations in which you have Membership.

5.2 What is the Enterprise/s annual average turnover (excl vat) during the lesser of the period for which the business has been operating or the previous three financial years

Rand Value of Average Annual Turnover			
<i>Financial Ranges</i>	<i>2017</i>	<i>2018</i>	2019
R0 to R30 000	R	R	R
R30 000 to R100 000	R	R	R
R100 000 to R150 000	R	R	R
R150 000 to R200 000	R	R	R
Over R200 000	R	R	R

5.3 If the Business is established during the present year, please indicate hereunder the date the Business was established and registered with the South African Revenue Services.

6.0 **PREVIOUS EXPERIENCE**

List the last four (4) contracts successfully completed by your Business. (Attach a separate sheet if necessary)

Employer	Contact Person	Contact No.	Value of Work	Year	Nature of Works Undertaken
			R		
			R		
			R		
			R		
			R		

7.0 **SERVICE PROVIDER'S AUDITORS DETAILS**

Service	Name of Company	Telephone No.
Auditing		
Accounting		

**G: SCHEDULE OF PROPOSED SUBCONTRACTORS**

The Bidder shall, in accordance with the provisions of condition of Bid, list below the subcontractors he proposes to employ for part(s) of the work.

***The naming of any proposed subcontractor hereunder shall not be deemed to constitute a qualification of the Bid, and acceptance of a Bid shall not be construed as approval of any or all of the listed subcontractors, neither shall it in any way limit or detract from the powers of the Engineer and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Bidder from deviating in any way during the Contract from the list of proposed subcontractors hereunder if the Bid is accepted.***

***If any or all of the subcontractors listed hereunder are not approved subsequent to acceptance of the Bid, it shall in no way invalidate the Bid or the Contract, and the Bided unit rates for the respective items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.***

PART OR TYPE OF WORK	PROPOSED SUBCONTRACTOR	WORK RECENTLY EXECUTED BY SUBCONTRACTOR

## **H : TAX CLEARANCE CERTIFICATE AND CERTIFICATE OF GOOD STANDING**

In terms of the Municipal Supply Chain Management Policy, bidders must ensure that they are up-to-date with their payments of taxes.

The bidder must attach to this page an **original** South African Revenue Services Tax Clearance Certificate in respect of his/her company, close corporation or partnership. **In the case of a joint venture between two or more firms, the bidder shall attach the Tax Clearance Certificate for each of the joint venture partners.**

The bidder must also attach a certificate of good standing with the Department of Labour in respect of the Workmen's Compensation Fund.

## **I: BIDDER'S FINANCIAL STANDING**

In terms of Clause 9.2 of the Conditions of Bid the Employer may make inquiries to obtain a bank rating from the Bidder's bank.

To that end the Bidder must provide with his bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the bided amount within the specified time for completion.

However, should the Bidder be unable to provide a bank rating with his bid, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project.

Name of account holder:.....

Name of Bank:.....Branch .....

Account number:.....Type of account:.....

Telephone number:.....facsimile Number.....

Name of contact person (at bank).....

***Failure to provide either the required bank details or a certified bank rating with his bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

The employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the bid submitted by the Bidder.

SIGNATURE:.....DATE:.....

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

## **J: CONDITION OF THE BID**

1. I/We hereby bid to supply all or any of the suppliers and/or to render all or any of the services described in the attached documents to the Endumeni Municipality (herein referred to as Municipality) on the terms and conditions and be in accordance with the specifications stipulated in the Bid documents (and which shall taken as part for delivery and/or execution inserted therein).
2. I/We agree that:
  - a. The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicate and calculated from the closing time of bid:
  - b. This Bid and its acceptance shall be subject to Treasury Regulations 16A issue in terms of Public Finance Management Act, 1999, the KwaZulu-Natal General Condition of Contract, with which I/we am fully acquainted:
  - c. f I/we withdraw my Bid within the period for which I/we have agreed that the Bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the municipality may, without prejudice to its other rights, agree to the withdrawal of my Bid or cancel the contract that may have been entered into between me and the Municipality. I /we than pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favourable Bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh Bids and by the subsequent acceptance of any less favourable Bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other Bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for due fulfilment of this or any other Bid or contract and pending the ascertainment of the amount of such addition expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of default:
  - d. If my Bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - e. The law of the Republic of South Africa shall govern the contract created by the acceptance of my Bid and I choose *domicilim citandi at executandi* in the Republic at (full physical address):

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my Bid that the price(s), rate(s) and preference bidd cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk:
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respect be institute against me and I/we hereby undertake to satisfy full any sentence or judgment which may be pronounces against me as a result of such action
6. I/we confirm that I/we have declared all and any interest that I or any person related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATE OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/WE THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE SUPPLIER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The supplier will furnish documentary proof regarding any bid issue to the satisfactory of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:
  - (a) Recover from the contractor all costs, losses or damages incurred or sustainable by the Municipality as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS.....DAY OF.....20.....

AT.....

.....

SIGNATURE OF SUPPLIER OR  
FULLY AUTHORISED REPRESENTATIVE

NAME IN BLOCK LETTERS

ON BEHALF OF (SUPPLIER'S NAME).....

CAPACITY OF SIGNATORY.....

.....

NAME OF CONTACT PERSON (BLOCK LETTERS)

POSTAL ADDRESS.....

.....

TELEPHONE NUMBER:.....

FAX NUMBER:.....

CELL NUMBER:.....

EMAIL ADDRESS:.....

## FUNCTIONALITY CRITERIA

Description	Assessment	Points awarded	Total Score
Proof of ownership  <b>Bidder to provide proof of ownership (logbooks to be submitted)</b>	Owns 71-100% of the plant/machinery Owns 51-70% of the plant/machinery Owns 41-50% of the plant/machinery Owns 21-40% of the plant/machinery Owns 10-20% of the plant/machinery	30 25 20 15 10	<b>30</b>
Mechanical and maintenance implementation plan  <b>Bidder to attach CV, Certified Qualifications, availability of service fleet, repairs maintenance turnaround time</b>	Excellent Good Average Poor	20 15 10 5	<b>20</b>
Locality  <b>Bidder to supply proof of residence</b>	Within Endumeni and uMzinyathi district Within KZN province Outside KZN province	15 10 5	<b>15</b>
<b>Total</b>			<b>65</b>

- **Bidder must score minimum of 50% of the total points to qualify.**

### SCHEDULE OF PLANT AND EQUIPMENT OFFERED

This form must be completed IN ADDITION to Bid Forms

Bidders are required to complete the following schedules. Each item offered must appear on a separate line.

The purpose of this schedule is:

- to provide a means of checking that none of the forms detailing the items offered for hire have been mislaid; and
- to enable a means of confirming that the items offered are registered in the owner's name.

- Category A** (Self Propelled Plant and Vehicles)



Registration No.	Owner	Category	Bid Form Number/s

a. **Category A continued** (Self Propelled Plant and Vehicles)

Registration No.	Owner	Category	Bid Form Number/s

b. **Category B** (Pedestrian Controlled, Drawn and Standing Plant)

Registration No.	Owner	Category	Bid Form Number/s

c. **Category C** (Combination Teams)

Registration No.	Owner	Category	Bid Form Number/s

d. **Category D** (Low Bed Transporters)

Registration No.	Owner	Category	Bid Form Number/s

e. **Category E (Gravel Processing Team)**

Registration No.	Owner	Category	Bid Form Number/s

f. **Category F (Blading of Roads)**

Registration No.	Owner	Category	Bid Form Number/s