

TENDER / NOTICE



Garden Route District Municipality, the leading, enabling and inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all.

TENDER DOCUMENT

TENDER NO		R/20/19-20	
TENDER DESCRIPTION		HIRE OF MACHINERY FOR A PERIOD OF THREE YEARS.	
CLOSING DATE	13 MARCH 2020	CLOSING TIME	11:00
POSTAL ADDRESS: Garden Route District Municipality Attention: Supply Chain Management Unit PO Box 12 George, 6530 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope</i> <i>Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Garden Route District Municipality 54 York Street George 6529	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT GARDEN ROUTE DISTRICT MUNICIPALITY GEORGE		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 12, George, 6530, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER:			
CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)		R	
PREFERENCE CLAIMED FOR:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES			
VALIDITY PERIOD: AVAILABLE FOR 90 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
SUPPLY CHAIN MANAGEMENT: Miss Bukelwa Ndzinde Tel: (044) 803 1338; Cell: 072 952 2906 E-mail: bukelwa@gardenroute.gov.za		ROADS SERVICES Mr. Q Nkebana OR Mr. E Du Plessis TEL: (044) 803 1506 or Cell: 082 880 9747, E-MAIL: gamani@gardenroute.gov.za E-MAIL: ezron@gardenroute.gov.za	

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information		<input type="checkbox"/>	<input type="checkbox"/>
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1	<input type="checkbox"/>	<input type="checkbox"/>
Terms of Reference		<input type="checkbox"/>	<input type="checkbox"/>
Current Municipal Certificate / Lease Agreement		<input type="checkbox"/>	<input type="checkbox"/>
Pricing schedule – firm prices (purchases)	MBD 3.1	<input type="checkbox"/>	<input type="checkbox"/>
Form of Offer & Acceptance		<input type="checkbox"/>	<input type="checkbox"/>
Declaration of Interest	MBD 4	<input type="checkbox"/>	<input type="checkbox"/>
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1	<input type="checkbox"/>	<input type="checkbox"/>
Formal contracts for services	MBD 7.1	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of bidder's past supply chain management practices	MBD 8	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of independent bid determination	MBD 9	<input type="checkbox"/>	<input type="checkbox"/>
Authority of Signatory		<input type="checkbox"/>	<input type="checkbox"/>
General Conditions of contract & Bid Requirements		<input type="checkbox"/>	<input type="checkbox"/>
Annexure A : Past Experience		<input type="checkbox"/>	<input type="checkbox"/>

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE

.....
DATE

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Garden Route District Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.

4 Authorised Signatory

- (a) **A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.**
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the Garden Route District Municipality by not later than 11h00 on 13 March 2020.**
- (b) **Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.**

6 Opening, Recording and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such
- time as specified in the bid documents. If requested by any bidder present,
- names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate

- a. **A valid original Tax Clearance Certificate must accompany the bid documents. The onus is on the bidder to ensure that the Eden District Municipality has an original Tax Clearance Certificate on record and obtain confirmation from the Supply Chain Management Unit of the Garden Route District Municipality.**
- b. **Bids not supported by a valid original Tax Clearance Certificate, as an attachment to the bid documents will be invalidated.**
- c. **In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid original Tax Clearance Certificate.**

8 Evaluation of Bids

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.

9 Acceptance or Rejection of a Bids

The Garden Route District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Garden Route District Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Garden Route District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

- 11 **Site / Information Meetings**
No site meeting held.
- 12 **Stamp and Other Duties**
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.
- 13 **Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 **Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 15 **Expenses Incurred in Preparation of Bid**
The Garden Route District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 **Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Garden Route District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.
- 17 **Validity Period**
Bids shall remain valid for 90 days after the bid closure date.
- 18 **General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 **Municipal Rates, Taxes and Charges**
The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.
- 20 **Contact with Municipality after Bid Closure Date**
Bidders shall not contact the Garden Route District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Garden District Municipality, it should do so in writing to the Garden Route District Municipality. Any effort by the firm to influence the Garden Route District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- 21 **BBBEE Supplier Bid Declaration**
Bidders should complete bid declaration point 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY

BID NUMBER:	R/20/19- 20	CLOSING DATE:	13 MARCH 2020	CLOSING TIME:	11:00
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DESCRIPTION	HIRE OF MACHINERY FOR A PERIOD OF THREE YEARS.
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

GARDEN ROUTE DISTRICT MUNICIPALITY

SUPPLY CHAIN MANAGEMENT UNIT

54 YORK STREET

GEORGE

6530

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE	NUMBER
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

COMPULSORY TO BE COMPLETED BY THE BIDDER

TAX COMPLIANCE STATUS	TCS PIN:	AND	CSD No:
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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
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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]
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
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DEPARTMENT	FINANCIAL SERVICES	ROADS SERVICES
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CONTACT PERSON	BUKELWA NDZINDE	QAMANI NKEBANA OR EZRON DU PLESSIS
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TELEPHONE NUMBER	(044) 803 1338	(044) 803 1506 OR (044) 803 1514
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FACSIMILE NUMBER	086 21 555 04	N/A
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E-MAIL ADDRESS	bukelwa@gardenroute.gov.za	ezron@gardenroute.gov.za
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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
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.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
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?	<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
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.	
3.6.	

**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:

TENDER / NOTICE



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ADVERT

FORMAL ROADS TENDERS

ONCE-OFF TENDERS	
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE FOLLOWING SERVICES:	
<ul style="list-style-type: none"> R/21/19-20: Remove, Repair and Re-fit of PA 180-258 Tipper Truck to Roadworthy status R/24/19-20: Integrated Transport Plan (ITP's) 2019/20 – Update of the Operating License Plan (OLP) & Transport Register (TR) for the GRDM and respective local municipalities (excluding George Municipality) 	
PREFERENTIAL PROCUREMENT REGULATIONS, 2017 - LOCAL CONTENT REQUIREMENT	None

THREE YEAR TENDERS	
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE FOLLOWING SERVICES:	
<ul style="list-style-type: none"> R/05/19-20: Supply and Delivery of Bitumen R/06/19-20: Supply of Sieved Building Sand R/07/19-20: Supply of Concrete Stones (Crushed Aggregate) R/09/19-20: Supply of Gabion Rock Ex Bin at the supply centres in the Garden Route District region R/13/19-20: Supply, Delivery and Off-loading of Pre-mix Concrete R/17/19-20: Supply and Delivery of Concrete Block Pavers R/20/19-20: Hire of Machinery R/22/19-20: Supply and Delivery of Roadstone (Crushed Aggregate for surface seals) R/23/19-20: Supply of Crushed Aggregate for Base Course material, Sub-base material, Selected material, Gravel wearing course and Rip Rap 	
PREFERENTIAL PROCUREMENT REGULATIONS, 2017 - LOCAL CONTENT REQUIREMENT	None

APPOINTMENT OF A SINGLE SERVICE PROVIDER FOR THE FOLLOWING SERVICES:	
<ul style="list-style-type: none"> R/03/19-20: Rental of Oxygen and Acetylene Cylinders & the exchange (refill) of Cylinders R/04/19-20: Supply of Air Elements, Oil and Fuel Filters R/08/19-20: Supply, Delivery and Off-loading of Fencing Material R/10/19-20: Supply, Delivery and Off-loading of Geotextiles R/11/19-20: Supply, Delivery and Off-loading of Herbicide R/12/19-20: Supply, Delivery and Off-loading of Vehicle Batteries R/14/19-20: Supply, Delivery and Off-loading of Reinforcing steel R/15/19-20: Supply, Delivery and Off-loading of Concrete Stormwater Pipes R/16/19-20: Supply, Delivery and Off-loading of Timber Poles for the support of Road Traffic signs R/18/19-20: Supply, Delivery and Off-loading of Prefabricated Cold Premix R/19/19-20: Management and Implementation of the Rural Road Asset Management System within the Garden Route District Municipality 	

PREFERENTIAL PROCUREMENT REGULATIONS, 2017 - LOCAL CONTENT REQUIREMENT (Where suppliers or manufacturers have evidence that the item/materials are not available in the country, please contact DTI for an exemption letter, and only then will the tender be considered.)	R/08/19-20: Steel fabricated products – 100% R/10/19-20: Textiles – 100% R/11/19-20: Steel fabricated products – 100% R/14/19-20: Steel fabricated products – 100%		
ADVERTISEMENTS:	NEWSPAPERS; MUNICIPAL NOTICE BOARDS; MUNICIPAL WEBSITE & E-PUBLICATION		
PUBLISHED DATE	06 FEBRUARY 2020	CLOSING DATE	13 MARCH 2020
CLOSING TIME	No later than 11:00 am , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality Head Office, 54 York Street, George.		

ONCE-OFF TENDER	
TENDER NUMBER	R/25/19-20
TENDERS ARE HEREBY INVITED FOR:	SUPPLY AND DELIVERY OF IT EQUIPMENT AND SOFTWARE
ADVERTISEMENTS:	NEWSPAPERS; MUNICIPAL NOTICE BOARDS; MUNICIPAL WEBSITE & E-PUBLICATION

PUBLISHED DATE	06 FEBRUARY 2020	CLOSING DATE	24 FEBRUARY 2020
CLOSING TIME	No later than 11:00 am , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality Head Office, 54 York Street, George.		

AVAILABILITY OF TENDER DOCUMENTS:			
<p>The following tender documents are obtainable from Ms Bukelwa Ndzinde during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1338; Cell: 0729522906; E-mail:bukelwa@gardenroute.gov.za. (R/07/19-20, R/10/19-20, R/13/19-20, R/15/19-20, R/18/19-20, R/20/19-20, R/25/19-20)</p> <p>The following tender documents are obtainable from Mr. Nathan Juries during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1310; Cell: 081 733 6796; E-mail:nathan@gardenroute.gov.za. (R/03/19-20, R/05/19-20, R/08/19-20, R/11/19-20, R/14/19-20, R/17/19-20, R/21/19-20, R/23/19-20)</p> <p>The following tender documents are obtainable from Ms Sandisa Gologolo during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1313; Cell: 0729066860; E-mail:sandisa@gardenroute.gov.za (R/04/19-20, R/06/19-20, R/09/19-20, R/12/19-20, R/16/19-20, R/19/19-20, R/22/19-20, R/24/19-20)</p>		<p>Printed copies of the tender can be obtained at a non-refundable fee, payable to a cashier at Garden Route District Municipality's Supply Chain Management Unit, Ground Floor, 54 York Street, George or by downloading documents free-of-charge from the Garden Route District Municipality website at www.gardenroute.gov.za</p>	
DATE AVAILABLE:	06 FEBRUARY 2020	NON - REFUNDABLE FEE:	R 200.00

TENDER SUBMISSION RULES:	
<p>Important notes</p> <ul style="list-style-type: none"> Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document. Tender and supporting documents must be delivered in an envelope, clearly marked with the Tender Number and Tender Description at the Garden Route District Municipality's Head Office, 54 York Street, George Tenders may only be submitted on the tender document issued by the Municipality. Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document. A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document, failure to submit the required documents your bid will be disqualified. VAT must be included in all prices (VAT vendor must be registered). Late tenders, tenders per fax or e-mail will not be accepted. Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time. Council reserves the right to accept any bid proposal in full or part thereof. Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za if you have not registered on CSD. Tenders will only be considered in accordance with the bid requirements. 	

Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the Garden Route District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of BBBEE.	
BRIEFING SESSION:	NONE
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:	PLEASE REFER TO THE TENDER DOCUMENT FOR THE SUPPLY CHAIN MANAGEMENT OFFICER RESPONSIBLE FOR THE TENDER
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:	PLEASE REFER TO THE TENDER DOCUMENT FOR A PROJECT MANAGER RESPONSIBLE FOR THE TENDER
NOTICE NO.	13/2020
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU GARDEN ROUTE DISTRICT MUNICIPALITY

**GARDEN ROUTE DISTRICT MUNICIPALITY
TERMS OF REFERENCE**

1. INTRODUCTION

The Garden Route District Municipality is an implementing agent for the Department of Roads and Public Services of the Western Cape. The Garden Route region currently has 1842km surfaced and 5359 km gravel roads to maintain. In order to maintain the roads, the Roads Department identified a need to hire additional machinery/equipment to fulfil its mandate.

2. SCOPE OF WORK

The Garden Route Municipality wishes to enter into a contract with a panel of suppliers for the delivery and hire of machines and trucks for a period of 3 years commencing on 01 July 2020 until 30 June 2023.

The following zones will be applicable and prices quoted must be calculated from km 0 from the location of the business:

- Plettenberg Bay
- Knysna
- George
- Mossel Bay
- Riversdale
- Oudtshoorn
- Ladismith
- Uniondale

- (a) A **panel** of service providers will be appointed. Work will be allocated subject to pricing and availability of machinery.
- (b) Should any of the machines not be available from any approved supplier, quotations will be obtained.
- (c) It is a compulsory requirement that service providers provide a list of vehicles with registration documents. The vehicle may not be shared between subsidiary companies.
- (d) A service provider must give an indication whether a part of this tender will be sub-contracted to a subsidiary or sister company. If such, only one of the entities will be allowed to tender.

Should the bidder request time to check availability of his machines, he will only be given four (4) hours to return with confirmation. Any bidder not responding within 4 hours will be considered unavailable and the Order will be issue to the next available bidder.

3. ENVIRONMENTAL PROTECTION

All work must be completed within the Environmental Protection Framework which will be provided for each gravel pit and construction project.

4. MUNICIPAL GOVERNANCE FRAMEWORK

4.1 Service agreement

The services provided will be governed by a Service Level Agreement between itself and the municipality. The main objective of the Service Level Agreement is to plot the deliverables for the next three years, to provide for the financial arrangements, to ensure continuous quality assurance processes and other contractual arrangements. In terms of this Agreement, the municipality is assured of the services to be rendered as per scope of work.

4.2 Invoicing and payment process:

The service provider must present an pro-forma invoice to the Garden Route District Municipality after the service was rendered whereby rates and units will be verified before the final invoice is issued to the Creditor Department. Any Orders issued during June must be submitted before the end of June for payment. Payment of any Order may only be made in the financial year it was issued. Any Order not submitted before end of June will not be processed after June.

5. EVALUATION PROCESS

Evaluation of Tender: Please note that the Garden Route Municipality reserves the right to Evaluate and Adjudicate this Tender based on the sum of the Rates together with the movement cost. The sum amounts can be seen as either one hour and/or per day (8 hours) and/ or per week (40 hours).

6. MINIMUM REQUIREMENT

A suitable service provider will be identified as follows:

- List of Machines
- Bidders to furnish the following - audited financial statements for the past 3 years, and

a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, and

particulars of any contracts awarded to the bidder 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, and

a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

7. SPECIAL CONDITIONS

- 7.1 Non-Compliance-Report (NCR) & Penalty: Failure to comply with any of the below Special Condition will result in a NCR issued. Any Bidder is only allowed two (2) NCR's per financial year – the moment the third (3rd) NCR is issued the Tender/Contract will be cancelled and awarded to the Alternative Bidder with immediate effect.
- 7.2 Hours: Machines and trucks will be hired as and when required by the Municipality. A standard 8 hour workday is from 07.30 to 16:00. This means if an Order is issued for 8 hours the machine must be available and on site no later than 8 am, and may only leave site after 4pm. Any early arrival or late departure will not be for the Municipality's account, unless approved beforehand. The invoice may only reflect the hours use and worked on site, not the time spent for delivery, refuelling by supplier and retrieval of machines. All machines, except where indicated in the price schedule, must be fitted with an hour meter.
- 7.3 Delivery: Bidders must deliver all machines within 24 hours or as agreed with the Garden Route District Municipality (meaning the same calendar work day or latest the following work day) after the receipt of an official order. Failure to deliver machines within this timeframe will result in a NCR issued. Each Bidder is only allowed two (2) NCR's, on issuing of the third (3) NCR the contract will be terminated and awarded to the next or alternative Bidder. Only the Senior Manager: Roads or the Municipal Manager may issue a NCR to a bidder. The NCR will be sent electronically to the relative contact person responsible for this Tender.
- 7.4 Failure to Deliver: If for any reason a bidder cannot deliver the machines within the delivery period as indicated, the bidder must inform the Municipality in writing within maximum of 4 hours. After 4 hours the Municipality reserves the right to cancel the Order and re-issue it to the next available 7 bidder. Should the bidder fail to inform the Municipality and the machine is not delivered within the delivery period, the order will be cancelled and the Municipality will automatically source the machines from the alternative bidder. The preferred bidder will be requested via email to confirm availability of a machine, if no written response is received within 4 working hours from the preferred bidder, it will be assumed that the machine is not available and will it be sourced from the alternative bidder.

- 7.5 Bidders to submit a Letter of Good Standing form the Compensation Commission.
- 7.6 The successful and alternative bidders have to comply with the requirements of the Occupational Health and Safety Act and Regulations (85 of 1993) and approval/requirements of the Municipal Safety Officer.
- 7.7 Condition of Machines: All machines delivered to site must be in a safe usable condition, where applicable road worthy and safe, including all operating requirements such as lights, sirens, warning chimes any other manufacture operating specifications. Machines must be fuelled and ready to work when delivered. During re-fuelling the clock will be stopped until machine is back in use. The Municipality will only pay for time used. Any delays caused by anyone else other than Municipal staff is for the bidder's account, and these hours will be deducted from the invoice.
- 7.8 Break downs: Should a machine break down during the course of work, the Municipality will only pay for actual hours work.
- 7.9 Operators licences / PDP's / Competency Certificates: All operators must have their respective **ORIGINAL** drivers licences, PDP's and competency certificates on them at all times during operations. Inspections will be done on an ad hoc basis and should an operator fail to provide his licences, a Non-Compliance Report will be filed immediately. The operator will not be allowed to continue with any operations. The municipality will not pay for any hours for a machine that is working without a legal operator.
- 7.10 A graders that is not operated by 2 assistants every day will not be allowed to work.
- 7.11 Orders may vary in value and quantity without prior notice and fluctuate during the course of the financial year applicable. The Bidder must supply the machine irrespective of the size and quantity of the Order given.
- 7.12 The contractor's performance will be monitored for an initial period of 1 month (probation period). If performance is unsatisfactory - the Municipality has the right to terminate the Tender/Contract and award it to the Alternative Bidder with immediate effect. The successful bidder(s) will be required to sign a Service Level Agreement (SLA).None performance will be treated according to National Treasury's guide on how to handle none-performance of service providers.
- 7.13 Media: Service Level Agreements between the service provider and the Garden Route Municipality is confidential and no information may be published or released without prior approval and consent from the Garden Route Municipality.
- 7.14 Electronic Communication/Orders: It is expected of the Bidder to read his emails daily. Any official or written communication will take place via email and must be treated contractually. The bidder will receive all instructions and Orders electronically and must upon receipt confirm receipt within 2 hours.
- 7.15 Indemnification: Tenderer to duly complete and sign the indemnification form attached to tender.
- 7.16 Service providers must provide proof of its business location (municipal account) which can be inspected at any time during the term of this contract by an official of the Garden Route Municipality.
- 7.17 This contract is covered under the General Conditions of Contract as contained in the tender documents.
- 7.18 The service provider shall not be entitled to cede or assign any of its rights or delegate any of its obligations or duties, nor any part thereof acquired without the written consent of the district municipality.

8. PRICING SCHEDULE

Bidders must clearly state the make, size and tariffs of the machines and trucks that are for hire. All tariffs must include the cost of an operator, fuel and moving cost where applicable.

Prices quoted must be fixed for the period of contract. Any additional price increases must be motivated and may only relate to sharp increases in oil prices and/or labour related matters. Proof of

any of the aforementioned, must be attached to the motivation. Overtime is inclusive.

9. Municipal Supply Chain Regulations – Gazette No 27636, 30 May 2005

As per no 21 (d) (i) (aa) to (bb) of above Regulation, Bidders must furnish us with

9. TENDER SPECIFICATIONS

Please refer to each individual item for detailed specifications.

REGISTRATION WITH THE DEPARTMENT OF LABOUR			
1.	Is your company registered with the Department of Labour?	YES	NO
2.	If yes, registration Number		
3.	If no, reason:		

Name of tenderer	
Signature of tenderer	
Date	

INDEMNIFICATION

I, the undersigned,

.....

representing or acting on behalf of

.....

in the execution of certain works ordered by the Garden Route District Municipality on its premises or any street or proclaimed road under its control or acting as an agent on behalf of the Provincial Administration: Western Cape (PGWC)

do hereby indemnify the above Municipality and the PGWC against any claim/s of whatever nature for damages, injury or loss of life sustained during the execution of the work.

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

WITNESSES:

NAME (PRINT)	SIGNATURE	DATE
NAME (PRINT)	SIGNATURE	DATE

1.	3M³ TRUCKS - HAULAGE						
1.1	6M³ TRUCKS: HAULAGE PER KM						
	➤ Minimum engine power output 90Kw						
		DISTANCE	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020 – 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
		0-1 km		per m ³ /km			
		1-2 km		per m ³ /km			
		2-3 km		per m ³ /km			
		3-4 km		per m ³ /km			
		4-5 km		per m ³ /km			
		5-6 km		per m ³ /km			
		6-7 km		per m ³ /km			
		7-8 km		per m ³ /km			
		8-9km		per m ³ /km			
		9-10 km		per m ³ /km			
		10-11 km		per m ³ /km			
		11-12 km		per m ³ /km			
		12-13 km		per m ³ /km			
		13-14 km		per m ³ /km			
		14-15 km		per m ³ /km			
		15-16 km		per m ³ /km			
		16-17 km		per m ³ /km			
		17-18 km		per m ³ /km			
		18-19 km		per m ³ /km			
		19-20 km		per m ³ /km			
		20-21 km		per m ³ /km			
		21-22 km		per m ³ /km			
		22-23 km		per m ³ /km			
		23-24 km		per m ³ /km			
		24-25 km		per m ³ /km			
		25-26 km		per m ³ /km			
		26-27 km		per m ³ /km			
		27-28 km		per m ³ /km			
		28-29 km		per m ³ /km			
		29-30 km		per m ³ /km			
		30-50 km		per m ³ /km			

			50-75 km		per m ³ /km			
			75-100 km		per m ³ /km			
			100-150 km		per m ³ /km			
1.2	3M³ TRUCKS PER HOUR							
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. 							
	3m ³ Trucks per hour				Rate per hour			
2.	ALTERNATIVE TRUCK							
2.1	ALTERNATIVE TRUCK – HAULAGE per m³/km							
			DISTANCE	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Capacity (Please indicate)		1-2 km		Per m ³ /km			
			2-3 km		Per m ³ /km			
			3-4 km		Per m ³ /km			
			4-5 km		Per m ³ /km			
			5-6 km		Per m ³ /km			
			6-7 km		Per m ³ /km			
			7-8 km		Per m ³ /km			
			8-9km		Per m ³ /km			
			9-10 km		Per m ³ /km			
			10-11 km		Per m ³ /km			
			11-12 km		Per m ³ /km			
			12-13 km		Per m ³ /km			
			13-14 km		Per m ³ /km			
			14-15 km		Per m ³ /km			
			15-16 km		Per m ³ /km			
			16-17 km		Per m ³ /km			
			17-18 km		Per m ³ /km			
			18-19 km		Per m ³ /km			
			DISTANCE	QUANTITY	UNITS	RATE (R/c)	RATE (R/c)	RATE (R/c)

				AVAILABLE		1 August 2020- 30 June 2021	1 August 2021 – 30 June 2022	1 August 2022 – 30 June 2023
			19-20 km		Per m ³ /km			
			20-21 km		Per m ³ /km			
			21-22 km		Per m ³ /km			
			22-23 km		Per m ³ /km			
			23-24 km		Per m ³ /km			
			24-25 km		Per m ³ /km			
			25-26 km		Per m ³ /km			
			26-27 km		Per m ³ /km			
			27-28 km		Per m ³ /km			
			28-29 km		Per m ³ /km			
			29-30 km		Per m ³ /km			
			30-50 km		Per m ³ /km			
			50-75 km		Per m ³ /km			
			75-100 km		Per m ³ /km			
			100-150 km		Per m ³ /km			
2.1	ALTERNATIVE TRUCKS - HAULAGE PER HOUR							
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. 							
	CAPACITY		QUANTITY AVAILABLE		UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
					Per Hour			

3.	10M3 TRUCKS - HAULAGE						
3.1	10M³ TRUCKS – HAULAGE						
	➤ minimum engine power output 190Kw per m ³ / km						
		DISTANCE	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
		1-2 km		Per m ³ /km			
		2-3 km		Per m ³ /km			
		3-4 km		Per m ³ /km			
		4-5 km		Per m ³ /km			
		5-6 km		Per m ³ /km			
		6-7 km		Per m ³ /km			
		7-8 km		Per m ³ /km			
		8-9km		Per m ³ /km			
		9-10 km		Per m ³ /km			
		10-11 km		Per m ³ /km			
		11-12 km		Per m ³ /km			
		12-13 km		Per m ³ /km			
		13-14 km		Per m ³ /km			
		14-15 km		Per m ³ /km			
		15-16 km		Per m ³ /km			
		16-17 km		Per m ³ /km			
		17-18 km		Per m ³ /km			
		18-19 km		Per m ³ /km			
		19-20 km		Per m ³ /km			
		20-21 km		Per m ³ /km			
		21-22 km		Per m ³ /km			
		22-23 km		Per m ³ /km			
		23-24 km		Per m ³ /km			
		24-25 km		Per m ³ /km			
		25-26 km		Per m ³ /km			
		26-27 km		Per m ³ /km			
		27-28 km		Per m ³ /km			
		28-29 km		Per m ³ /km			
		29-30 km		Per m ³ /km			
		30-50 km		Per m ³ /km			
		50-75 km		Per m ³ /km			
		75-100 km		Per m ³ /km			

			100-150 km		Per m ³ /km		
3.2	10M³ TRUCKS PER HOUR RATE						
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. 						
	CAPACITY	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023	
			Per Hour				
4.	TRUCK WITH CRANE / HYDRAULIC HOIST						
4.1	TRUCK WITH CRANE / HYDRAULIC HOIST						
	<ul style="list-style-type: none"> ➤ Minimum engine power output 90Kw ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Tenderer must supply proof of yearly test certificate with regards to lifting capacities of crane certificate no <p>Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours.</p>						
	CAPACITY	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023	
	Crane lifting capacity at 1.5m : 3300kg		Per Hour				
	Crane lifting capacity at 3.5m : 1660kg		Per hour				

4.2 TRUCK WITH CRANE / HYDRAULIC HOIST : ALTERNATIVE						
	CAPACITY	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
			Per Hour			
5. WATER TRUCK						
5.1 WATER TRUCK						
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Abovementioned water trucks must be equipped with a self-priming pump delivering at least ten liters per second at 4.5m suction. ➤ The spray pattern must not exceed a 180° and the sprayers must be spaced so that a uniform deposit can be achieved over a total width of 5000mm at a discharge rate of at least 12 liters per second. (Maximum time to fill tank 9 minutes for 6000 liter tanker and 16 minutes for 10000 liter tanker) ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. ➤ Tendered price for water truck to <u>include operator and one assistant</u> to be able to execute function. 					
	CAPACITY	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	6000 liter – 85 kw 10 000 liter – 180 kw		Per Hour Per Hour			
5.2 ALTERNATIVE TRUCK – Please complete						
	CAPACITY	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
			Per hour			
6 VIBRATING ROLLER – STEEL DRUM						
6.1 VIBRATING ROLLER – STEEL DRUM						
	<ul style="list-style-type: none"> ➤ Minimum engine power output 90Kw ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 4 hours should the machine utilization be less than 4 hours. 					

	CAPACITY			QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Weight	8000 kg	20000 kg		Per hour			
	Engine Power Output	80 kw	150 kw					
	Drum Width (min)	2100mm	2100mm					
	Drum Diameter	1500mm	1600mm					
	Gradient Capability (min)	35%						
	Vibrating Frequency (at least)	1600 vpm						
6.2	VIBRATING ROLLER – STEEL DRUM (ALTERNATIVE) – Please complete							
		<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 4 hours should the machine utilization be less than 4 hours. 						
	CAPACITY			QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Weight				Per hour			
	Engine Power Output							
	Drum Width							
	Drum Diameter							
	Gradient Capability							
	Vibrating Frequency							
7	STEEL THREE-WHEEL ROLLER							
		<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 4 hours should the machine utilization be less than 4 hours. 						

	CAPACITY		QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Weight (not less than 3600 kg)			Per hour			
	Engine Power Output	55 kw					
	Drum Diameter Front	1000					
	Drum Diameter Back	1300					
	Totalling rolling width (not less than 1650mm)						
8	VIBRATING PAD FEET ROLLER – STEEL DRUM						
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 4 hours should the machine utilization be less than 4 hours. 						
	CAPACITY		QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Weight	8000kg		Per Hour			
	Drum Width (at least 2100mm)						
	Drum Diameter	1500mm					
	Gradient Capability (minimum)	35%					
	Vibrating frequency (at least)	1600 vpm					
	No of pad feet (not less than 130)						
	Height of pad feet (not less than 60mm)						
9	TANDEM VIBRATING ROLLER – STEEL DRUMS						
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 4 hours should the machine utilization be less than 4 hours. 						

	CAPACITY		QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Weight (not less than 2750 kg)			Per hour			
	Engine Power Output	25 kw					
	Drum Diameter	650mm					
	Gradient Capability	35%					
	Vibration	1600 vpm					
10	SELF-PROPELLED PNEUMATIC TYRED COMPACTION ROLLER						
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 4 hours should the machine utilization be less than 4 hours. 						
	CAPACITY		QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Weight of unballasted machine (not less than 7600 kg)			Per hour			
	Weight of ballasted machine (not less than 20000kg)						
	Engine Power Output	80 kw					
	Rolling width (at least 1900mm)						
11	CRAWLER TRACTOR (BULLDOZER)						
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. ➤ <i>NB: Tractor must be equipped and suitable to operate in rocky conditions with a heavy duty hydraulically operated parallelogram type rear mounted ripper, suitable in all aspects for the tractor offered</i> 						

	CAPACITY				QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Engine Power Output		Operating Mass		Minimum track shoe height	Unit			
	To	From	To	From					
	100 kw	140 kw	1500 kg	20000kg	20 mm	Per hour			
	141 kw	180 kw	20001kg	27000kg	40mm	Per hour			
	181 kw	230 kw	27001kg	36000kg	40mm	Per hour			
	231kw	300kw	36001kg	47000kg	40mm	Per hour			
12	MOTOR GRADER								
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. ➤ Tended price for grader to include operator, two assistants and the required two temporary road warning signs (TW) to be able to execute function. <ul style="list-style-type: none"> ○ Functions to be executed are: <ul style="list-style-type: none"> ▪ Placing and moving of temporary warning signs ▪ Open mitre drains at appropriate distances ▪ Repair of minor potholes created during grading ➤ A minimum amount of the graders wage will be deducted from the grader every day if there is not two assistants operating the grader. 								
	CAPACITY				QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Engine Power Output		Operating Mass		Mould board width	Unit			
	To	From	To	From					
	100 kw	115 kw	11500kg	13600kg	3.6m	Per hour			
	122 kw	130 kw	13601kg	15000kg	4m	Per hour			

13							LOADER PNEUMATIC						
<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. 													
CAPACITY					QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023				
Engine Power Output			Bucket capacity										
From		To											
80 kw		87 kw		1.72m ³		Per hour							
90 kw		95 kw		1.92m ³		Per hour							
100 kw		105 kw		2.51m ³		Per hour							
14							TRACK EXCAVATOR						
<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. 													
CAPACITY					QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023				
Operating Weight (Kg)		Bucket Capacity m ³		Engine Output Power (Min)									
From To		From To											
11000 13500		0.28 0.60		60 kw		Per hour							
13501 15000		0.28 0.80		70 kw		Per hour							
15001 17000		0.28 1.00		70 kw		Per hour							
17001 19500		0.70 1.40		70 kw		Per hour							
19501 21000		0.70 1.40		90 kw		Per hour							
21001 24000		0.70 1.90		100 kw		Per hour							
24001 27000		0.90 1.90		110 kw		Per hour							

15	DIGGER LOADER 4 X 4								
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 6 hours should the machine utilization be less than 6 hours. 								
	CAPACITY				QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Engine Power Output	Weight	Bucket Capacity	Digging depth (at least)	Lifting capacity to full height (at least)				
4 x 4	60 kw	7000 kg	1.00m3	4200mm	2750kg		Per hour		
16	TRANSPORTATION OF PLANT								
	<ul style="list-style-type: none"> ➤ Tenderer to submit written proof of insurance against loss or damage to PGWC machines or equipment transported by tenderers low-bed to the value of R2 000 000.00 (two million rand) – attach to tender document. ➤ Combination must comply with Road Traffic Act 1989. 								
	CAPACITY				QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Engine Power Output (Minimum)		Total Laden Mass			Per km			
	250 kw		40000kg						
	275 kw		45000kg						
	300 kw		50000kg						
	STANDING/WAITING TIME FOR LOWBED WHILE WAITING FOR MACHINES					Per hour			
17	DRAWN GRID ROLLER								
	<ul style="list-style-type: none"> ➤ Rate payable shall be per working day 								
	CAPACITY				QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Minimum Mass		Minimum height knuckles						
	13500 kg		10mm			Per day			

18	FOUR-WHEEL DRIVE PNEUMATIC ARTICULATED TRACTOR					
	<ul style="list-style-type: none"> ➤ All equipment must be fitted with an hour meter. ➤ Hour meters must be connected to oil pressure or alternator wiring and not to ignition switch. ➤ Council will consider and issue payment for a maximum daily availability charge of 4 hours should the machine utilization be less than 4 hours. 					
	CAPACITY	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Minimum Mass	Minimum engineer Power Output				
	8000kg	125kw	Per hour			
19	TRACTOR AND SLASHER					
	<ul style="list-style-type: none"> ➤ Council will only consider and issue payment per square metre. ➤ Tractor to be fitted with orange revolving light. ➤ Tractor tyres to have a minimum of 40% tread. ➤ Tender rate to include: <ul style="list-style-type: none"> ○ Worker sign boards along road ○ Two workers with red flags and appropriate safety clothing to assist with the slashing of grass by the slasher. ○ Grass and shrubs to be cut to a maximum length of 50 mm. 					

	CAPACITY			QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Engine Power Output	Size	Gearbox Power					
	30 – 45 kw	1.5 m heavy duty	60 kw		Per m ²			
	46 – 70 kw	1.5 m extra heavy duty	80 kw		Per m ²			
	30 – 45 kw	1.8 m heavy duty	60 kw		Per m ²			
	46 – 80 kw	1.8 m extra heavy duty	80 kw		Per m ²			
	50 – 80 kw	2.1 m extra heavy duty	80 kw		Per m ²			
19	RECYCLER (Own transport should be provided to and from site)							
	Operating Weight	Operating Width	Operating depth	Power	Price per day			
	25 – 30 ton	2400mm – 3000mm	Up to 500mm	400kw-500kw	Transport of Recycler R/km			
	MAKE & MODEL:							
20	OVERNIGHT COSTS FOR MACHINE OPERATORS							
	Overnight cost of operator must be included in machine hour tariffs and no extra overnight will be paid.							
21	SITE ESTABLISHMENT COST FOR MACHINES							
	<ul style="list-style-type: none"> ➤ Council will pay for the site establishment of machines other than machines that are to be transported by low-bed on the tariff as specified in the hourly rate column in this tender. ➤ The site establishment cost for machines to be transported by low-bed will be the cost of the low-bed. 							

22	SINGLE STAGE CRUSHER					
<p>Garden Route Municipality requires a single stage crusher that will be used in their borrow pits (which will be determined at a later stage) for a period of 3 years.</p> <p><u>Specifications</u></p> <ol style="list-style-type: none"> A single stage crushing plant is required to break material down to 37.5mm (A 5% oversize index is permitted). The crushing plant must include all equipment required to crush from a stockpile provided by the client. Tender price submitted must be per m3 for loose material. Payment will be calculated on the loose material stockpile after crushing. The contractor shall comply with the Occupational Health and Safety Act (Act No 85 of 1993) and in particular with its Construction Regulations, 2003. In compliance with the Construction Regulations, the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the client. For the purpose of the tender, the contractor shall provide with the tender a general safety plan which can be amended to a site specific plan. The contractor shall endeavour to keep noise generating activities to a minimum. Noise that could cause a major concern should only be carried out during daylight hours. Dust suppression measures shall be implemented by the contractor if and when required. Dust shall be controlled by means of water spray vehicles and/or screens. Crushing will take place as and when required for regravell purposes for a programme to be determined on an annual basis. Volumes will be determined with the successful bidder before work takes place. 						
	DESCRIPTION	QTY	UNIT	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
1.	<p><u>Providing a crusher: Single-stage crusher</u></p> <p>The unit of measurement shall be the number of complete plants supplied as ordered by the engineer.</p> <p>The tendered rates shall include full compensation for providing the plant, erecting, commissioning and finally dismantling it.</p>	1	Number	R	R	R
2.	<p><u>Transporting crusher: Single-stage crusher</u></p> <p>The unit of measure shall be the radial kilometer distance to the site, measured from George.</p> <p>The tendered rates shall include loading and transporting the crusher to and away from the site.</p>	Km	-	R	R	R
3.	<p><u>Crushing and screening: Single-stage crusher</u></p> <p>The tendered rates shall include full compensation for</p>	m3	-	R	R	R

	crushing, including all labour, plant, fuel, handling, processing, stockpiling and for disposing of any material screened out and discarded.					
--	--	--	--	--	--	--

23	CHIPSPREADER					
-----------	---------------------	--	--	--	--	--

- | | |
|--|--|
| | <ul style="list-style-type: none"> ➤ Chip spreader must be self-propelled. ➤ Chip spreader must have a latch where trucks can latch to. ➤ Chip spreader must have instrument panel with digital display for application rate and product size. ➤ Chip spreader must have a variable width spread hopper ranging from 3 to 6 metres. ➤ The application rate computer shall monitor the actual speed of the chip spreader and control the gate opening in order to maintain the set application rate of the selected aggregate regardless of the speed of the unit. ➤ Trucks offered should be 10m³ trucks and be capable of latching onto the chip spreader. |
|--|--|

	CAPACITY	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Establishment Base		Rand per kilometre			
	Chip spreader hiring		Rand per day			
	Truck (one truck)		Rand per day			
	Make and Model of chip spreader					

24	CARAVANS					
-----------	-----------------	--	--	--	--	--

- | | |
|--|---|
| | <ul style="list-style-type: none"> ➤ Good condition single berth. ➤ .Extension lead for electrical supply ➤ Fully equipped with: <ul style="list-style-type: none"> • Cutlery • Kettle • Stove • Bar fridge • Microwave value oven |
|--|---|

	<ul style="list-style-type: none"> • Fan/Heater • Valid license <p>➤ Supply registration number to fleet management.</p>					
	CAPACITY	QUANTITY AVAILABLE	UNITS	RATE (R/c) 1 August 2020- 30 June 2021	RATE (R/c) 1 August 2021 – 30 June 2022	RATE (R/c) 1 August 2022 – 30 June 2023
	Establishment Base		Rand per kilometre			
	Caravan hiring		Rand per day			

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the Garden Route District Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

thus done and signed for and on behalf of the Bidder / Contractor

at _____ on the ____ day of _____ 2020

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed

NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER		TENDER NO	R/20/19- 20
CLOSING DATE	13 MARCH 2020	CLOSING TIME	11:00

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

Item No.	Quantity	Description	Bid Price in RSA Currency **(ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Required by: Mr. Q NKEBANA
 - At: George
 - Brand and Model
 - Country of Origin
 - Does the offer comply with the specification(s)?*YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/Not firm
 - Delivery basis
- Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

TENDER NO: R/20/19-20 – HIRE OF MACHINERY FOR A PERIOD OF THREE YEARS.

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: R/20/19-20 – HIRE OF MACHINERY FOR A PERIOD OF THREE YEARS.

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier 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 tender identified in the tender data. **AS PER PRICING SCHEDULE** 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 tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company

Name

Address
.....
.....
.....

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five working days of the date of such receipt notifies the employer in writing of any 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
Employer

.....
(Name and address of organization)

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	Yes / No
3.81	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars. 	Yes / No
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? If yes, furnish the following particulars:	Yes / No
3.10.1	Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	

<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:</p> <p>If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	<p>Yes / No</p>
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:.....</p>	<p>Yes / No</p>

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number

The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

¹ 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 or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

PREFERENCE POINTS CLAIM FORM

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

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;
- (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**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- I hereby declare under oath that:
 - The enterprise is _____ % black owned:
 - The enterprise is _____ % black woman owned:
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE Level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & Stamp

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **GARDEN ROUTE DISTRICT MUNICIPALITY** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number

R/20/19-20: HIRE OF MACHINERY FOR A PERIOD OF THREE YEARS.

at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

- (i) (Sole Supplier) (Full names..... (Identity Nr)
- (ii) (Registered name of Company/ Close Corporation).....
 (Registration Nr.).....) and herein represented by in
 his/ her capacity asduly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED AT ON THIS..... DAY OF..... 2020.

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I MONDE GIVEN STRATU in my capacity as MUNICIPAL MANAGER accept your bid under reference number: **R/20/19-20: HIRE OF MACHINERY FOR A PERIOD OF THREE YEARS** dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<u>ITEM NO.</u>	<u>PRICE (ALL APPLICABLE TAXES INCLUDED)</u>	<u>BRAND</u>	<u>DELIVERY PERIOD</u>	<u>B-BBEE STATUS LEVEL OF CONTRIBUTION</u>	<u>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</u>

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

SIGNED AT..... ON THIS DAY OF 2020.

SIGNATURE
 NAME (PRINT) **MONDE GIVEN STRATU**
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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 (www.treasury.gov.za) 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 (www.treasury.gov.za) 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:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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	Was any contract between the bidder and any 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"/>
4.4.1	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

R/20/19-20: HIRE OF MACHINERY FOR A PERIOD OF THREE YEARS.

in response to the invitation for the bid made by:

GARDEN ROUTE DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
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 consortium⁹ 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 the Bidder

³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

General Conditions of Contract	
	<p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as</p>

General Conditions of Contract	
	<p>compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery	<p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be</p>

General Conditions of Contract	
and documents	made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.</p>
14. Spare parts	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of</p>

General Conditions of Contract	
	<p>the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Increase / decrease of quantities	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Contract amendments	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance	22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
	22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
	<p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.</p>
23. Penalties	23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
24. Termination for default	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the</p>

General Conditions of Contract

	<p>purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction; (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<p>25. Anti-dumping and countervailing duties and rights</p>	<p>25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p>26. Force Majeure</p>	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<p>27. Termination for insolvency</p>	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>

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<p>28. Settlement of Disputes</p>	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
<p>29. Limitation of liability</p>	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and</p>
	<p>(b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<p>30. Governing language</p>	<p>30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<p>31. Applicable law</p>	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
<p>32. Notices</p>	<p>32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<p>33. Taxes and duties</p>	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p>
<p>34. Transfer of contracts</p>	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
<p>35. Amendment of contracts</p>	<p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p>

BID REQUIREMENTS OF GARDEN ROUTE DISTRICT MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:
NAME OF BIDDER:
POSTAL ADDRESS:
STREET ADDRESS:

TELEPHONE: AREA CODE:	NUMBER:
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FACSIMILE: AREA CODE:	NUMBER:
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E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted	Yes / No
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Income Tax Number	
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Name of taxpayer	
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Identity number of taxpayer (if applicable)	
---	--

Employer's PAYE registration number (if applicable)	
---	--

Company or CC Registration No	
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Are you the accredited representative in South Africa for the goods / services offered by you?	Yes / No / NOT APPLICABLE
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AUTHORISED SIGNATURE:

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NAME:

CAPACITY:

DATE:

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PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.

