



BA-PHALABORWA MUNICIPALITY

**PANEL OF SERVICE PROVIDERS FOR HIRING OF PLANT AND EQUIPMENT
IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN
“AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**

TENDER NUMBER: 06/18/19

Ba-Phalaborwa Municipality Budget and Treasury Office: Contact: Tshepo Mogano Chief Financial Officer Tel: (015) 780 6303 Fax: (015) 780 6381	Ba-Phalaborwa Municipality Technical Services Department: Contact : Nhlamulo Mdungazi Senior manager Technical services Tel: (015) 780 6308 Fax: (015) 780 6393
Name of Tenderer..... Type of service to be rendered.....	

BIDDING PROCEDURES

BID NOTICE AND INVITATION TO BID



BA-PHALABORWA MUNICIPALITY

CONTRACT NO. BPM/06/18/19

PANEL OF SERVICE PROVIDERS FOR HIRING OF PLANT AND EQUIPMENT IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

Registered Service Providers are hereby invited for the **PANEL OF SERVICE PROVIDERS FOR HIRING OF PLANT AND EQUIPMENT IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**

Tender documents are obtainable from Ba-Phalaborwa Municipality, Civic Centre corner Nelson Mandela and Selati Street; Telephone (015) 780 6387, upon payment of bank deposit or cheque payment of R 500.00 per set.

Tender documents are obtainable from 04/02/2019 during the following times: 07:00 to 16:00 (Monday to Friday). Technical enquiries related to the aforesaid may be directed to Mr S Madiope (Manager: Civil Engineering) of Ba-Phalaborwa Municipality, Tel: (015) 780 6387

A compulsory briefing session with representative of the employer will be held on the 06/02/2019 at 10H00. Prospective tenderers are requested to meet the Municipality representative at Ba-Phalaborwa Municipality main Offices.

Only tenders from tenderers who attended the above briefing session will be considered. It is compulsory for all partners in an entity intending to bid as a Joint Venture (JV) to attend all briefing meeting.

All tenders and supporting documents must be sealed in a cover clearly marked “**TENDER NO BPM/06/18/19: HIRING OF PLANT AND EQUIPMENT IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**” and must be placed in the tender box situated in the entrance foyer of the BA-PHALABORWA MUNICIPALITY OFFICES not later than 12H00 on the 05 March 2019, where tenders shall be open in public. Telegraphic, facsimile, and late tenders will not be accepted.

The Municipal Manager
Mrs MI Moakamela
Ba-Phalaborwa Municipality
Private Bag X01020
Phalaborwa
1390

BID DATA

CLAUSE NUMBER	
	<p>The conditions of bid are the Standard Conditions of Bid as contained in this document</p> <p>The Standard Conditions of Bid for procurement makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Bid</p>
F.1.1	The employer is the Ba-Phalaborwa Municipality
F.1.4	<p>The employer's agent is:</p> <p>Name: Mrs MI MOAKAMELA Capacity: Municipal Manager</p> <p>Address: Ba-Phalaborwa Municipality PRIVATE BAG X 01020 Phalaborwa 1390</p> <p>Tel: 015 780 6300 Fax: 015 780 6393 E-mail: moakamelam@ba-phalaborwa.gov.za</p>
F.2.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> 1. Bidders who own plant as individuals or as organizations. 2. Bidder has the managerial capacity, reliability and experience regarding the nature of the project
F.2.7	<p>The arrangements for the <u>compulsory</u> briefing session are as follows:</p> <p>Location: Ba-Phalaborwa Municipality Activity hall Date: 06 February 2019 Starting time: 13H00</p>
F.2.13.5 F.2.15	<p>The employer's address for delivery of bid offers and identification details to be shown on such bid offer package are:</p> <p>Location of bid box: Ba-Phalaborwa Municipality Civic Centre Physical address: Civic Centre, corner Nelson Mandela and Selati Street As indicated in the bid notice</p>
F.2.13.6 F.3.5	A Two-envelope procedure will not be followed.
F.2.15.1	The closing time for submission of bid offers is 10H00 and on 05 March 2019
F.2.16.1	The bid offer validity period is 90 calendar days (12 weeks)
F.2.23	The bidder is required to submit with his bid an original valid Tax Clearance Certificate issued by the South African Revenue Services.
F.3.4	<p>The location for opening of the bid offers, immediately after the closing time thereof shall be at:</p> <p>Time: 10H00 on the 05 March 2019.</p> <p>Location: Ba-Phalaborwa Municipality Civic centre Nelson Mandela and Selati Street</p>
F.3.11	Tenders will be evaluated on plant and equipment ownership only.
F.3.11.3	Quality shall be scored independently by not less than three evaluators in accordance with the following schedules:

	<ul style="list-style-type: none"> Plant and Equipment ownership (registration or licensing documents)
F3.13.1	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. the bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and the bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect. it is considered that the performance of the services will not be compromised through any conflict of interest..
Special Clauses	<p>Contractors to submit the following documentation.</p> <ol style="list-style-type: none"> Fully Completed Terms of Reference Valid Tax Clearance Certificate issued by SARS Company Profile with Company Registration Documents, Identity Documents of Directors/ Members (certification not older than 3 months) Municipal Accounts statement for Offices and Directors that are not in areas of more than 90 days or Proof of Address from Traditional Authority (if residing or doing business in the villages) Valid Registration documents for plant and equipment B-BBEE Certification <ul style="list-style-type: none"> ✓ A company profile, detailing the services/goods you provide (max 5 pages) ✓ Copy of Company certificate. ✓ Original and Valid Tax Clearance Certificate ✓ Certified copies of Identity Documents for all members/partners/shareholders ✓ Certified copy of B-BBEE certificate ✓ Proof of Central Supplier Database (CSD) printed between the date of advert and closing date. ✓ Municipal Statement of account of directors/ shareholders and that of a company and such statement must not be arrears for more than ninety days or letter from Tribal Authority if staying or business operations are done in the villages or a lease agreement

T1.3: **ANNEX F: STANDARD CONDITIONS OF BID**

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 **GENERAL**

F.1.1 **Actions**

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 **Bid Documents**

The documents issued by the employer for the purpose of a bid offer are listed in the bid data.

F.1.3 **Interpretation**

F.1.3.1 The bid data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of these conditions of bid.

F.1.3.2 These conditions of bid, the bid data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 **Communication and employer's agent**

Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the bid data.

F.1.5 **The employer's right to accept or reject any bid offer**

F.1.5.1 The employer may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a period of six months unless only one bid was received and such bid was returned unopened to the bidder.

F.2 **BIDDER'S OBLIGATIONS**

F.2.1 **Eligibility**

Submit a bid offer only if the bidder complies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of bidding

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the bid data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the bid data.

F.2.8 Seek clarification

Request clarification of the bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the bid data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the bided total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative bid offers

F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

F.2.12.2 Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a bid offer

F.2.13.1 Submit a bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the bid data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

F.2.13.5 Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of these conditions of bid apply equally to the extended deadline.

F.2.16 Bid offer validity

F.2.16.1 Hold the bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the bid data after the closing time stated in the bid data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the bid data for an agreed additional period.

F.2.17 Clarification of bid offer after submission

Provide clarification of a bid offer in response to a request to do so from the employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the bid offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the bid data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other bid documents

If so instructed by the employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the bid data.

F.2.23 Certificates

Include in the bid submission or provide the employer with any certificates as stated in the bid data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents.

F.3.3 Return late bid offers

Return bid offers received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4 Opening of bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted

will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation above the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a bidder to influence the processing of bid offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive bid offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices

(and their rates if a bills of quantities applies) to achieve the bided total of the prices.

Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a bid offer

Obtain clarification from a bidder on any matter that could give rise to ambiguity in a contract arising from the bid offer.

F.3.11 Evaluation of bid offers

F.3.11.1 General

Ba-Phalaborwa Municipality Supply Chain Management committees shall evaluate the bid. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below as contained in the Supply Chain Management Policy:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest.
	<ol style="list-style-type: none"> 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of bid evaluation points awarded for the financial offer.

W₁ = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.
 A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable bid offer.
 P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data.

F.3.13.2 Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of:

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible

after completion and signing of the form of offer and acceptance.

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that I, _____ representing
_____ in the company of
_____ attended the clarification meeting on the
06th February 2019.

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Bidder	Signature	Date

Name of Municipal Representative	Signature	Date

SCHEDU/LE 1.1

RESOLUTION OF BOARD OF DIRECTORS

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Bid to the Ba-Phalaborwa Municipality in respect of the following project:

PANEL OF SERVICES PROVIDERES FOR HIRING OF PLANT AND EQUIPMENT IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

Bid / Bid Number: BPM/06/18/19

- *Mr/Mrs/Ms: _____

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

and who will sign as follows : _____

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

	Name	Capacity	Signature
1			
2			
3			
5			
6			

Note:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

SCHEDULE 1.2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Bid, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. To the Ba-Phalaborwa Municipality in respect of the following project:

PANEL OF SERVICE PROVIDERES FOR HIRING OF PLANT AND EQUIPMENT IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

Bid / Bid Number: **BPM/06/18/19**

3. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:	ENTERPRISE STAMP	
1. * Delete which is not applicable 2. NB. This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise 3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page		

SCHEDULE 1.3:

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Ba-Phalaborwa Municipality in respect of the following project:

PANEL OF SERVICE PROVIDERS FOR HIRING OF PLANT AND EQUIPMENT IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

Bid / Bid Number: **BPM/06/18/19**

A. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

Supplier Grouping Detail: Legal Status (Please ✓ the relevant box)

Public Company (Ltd)	
Private Company (Pty) Ltd	
Close Corporation (cc)	
Other (specify)	
Joint Venture	
Consortium	
Sole Proprietor	
Foreign Company	
Partnership	
Trust	
Section 21 Company	
Government / Organ of state / Parastatal (see terminology below)	

Terminology:

Please read notes below very carefully

- **Owned:**
Having all the customary element of ownership, including the right of decision-making and sharing all the risks and profit commensurate with the ownership interests as demonstrated by an examination rather than the form of ownership arrangements.
- **Broad Base Black Economic Empowerment:**
As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - The name and physical location of the measured entity;
 - The registration number and, where applicable, the VAT number of the measured entity;
 - The date of issue and date of expiry;
 - The certificate number for identification and reference;
 - The scorecard that was used (for example EME, QSE or Generic);
 - The name and / or logo of the Verification Agency;
 - The SANAS logo;
 - The certificate must be signed by the authorized person from the Verification Agency; and
 - The B-BBEE Status Level of Contribution obtained by the measured entity..
- **Women:**
A female person, who is a South African citizen
- **Disability:**
In respect of a person, a permanent impairment of physical, intellectual, or sensory function, which results in restricted or lack of ability to perform an activity in the manner, or within the considered normal for a human being.
- **Fronting:**
Companies with no Broad Base Black Economic Empowerment (BBBEE) status illegally claiming to be headed by HDI and claim false BBBEE credentials in order to win tenders / contracts
- **Joint Venture**
An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge for execution of contract
- **Relative**
In this document means: yours first degree relative, that is, wife, husband, son, daughter, father, mother, brother, sister

Ownership details only

Surname and Initial(s)	Position Occupied in the Enterprise	ID or Passport Number (Compulsory)	Date RSA Citizenship Obtained (If not South African)	Gender F/M	Population Group	Entity BBBEE Level	Physical Address

Service provider must with immediate effect notify Supply Chain Management Office of any changes to this declaration.

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

* MSCM Regulations: "in the service of the state" means to be –

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

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

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

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

3.9.1 If so, furnish particulars
.....

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

3.10.1 If so, furnish particulars.
.....

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

3.11.1 If so, furnish particulars.
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R200 000-R 50 000 000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R50 000 001 (all applicable taxes included).

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. 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

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic 2 Empowerment Act;

2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** 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;

2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.

2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “**non-firm prices**” means all prices other than “firm” prices;

2.13 “**person**” includes a juristic person;

2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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

Where

Ps = Points scored for comparative price of bid under consideration
 Pt. = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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)

Price Assessment	90 Points	80 Points
TOTAL	90	80
Preferential Elements	10 Points	20 Points
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	7	14
4	5	10
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA)

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid will be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

- i. Municipality where business is situated.....
- ii. Municipal account number for rates.....
- iii. Municipal account number for water and electricity
- iv. Names of all directors, their ID numbers and municipal account number.
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

C Documents to be attached.

- i. A copy of municipal account mentioned in B (ii) & (iv) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

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

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS

9.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE (S) OF BIDDER (S)

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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid will be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

- i. Municipality where business is situated.....
- ii. Municipal account number for rates.....
- iii. Municipal account number for water and electricity
- iv. Names of all directors, their ID numbers and municipal account number.
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

C Documents to be attached.

- i. A copy of municipal account mentioned in B (ii) & (iv) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

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

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 (MBD 9) 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.

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.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
 (Name of Bidder)

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

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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

PANEL OF SERVICES PROVIDERS FOR HIRING OF PLANT AND EQUIPMENT IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the service provider/ contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The offered services are the Provision of Owned Plant and Equipment on an “as and when required” basis as per the firm rates in the 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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature

Name

Capacity

For the Bidder
(Name and address of organization)

Name and signature of witness Date

FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder’s offer. In consideration thereof, the employer shall pay the service provider / contractor the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder’s offers shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C2 above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) 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

Name

Capacity

for the Employer, the **Ba-Phalaborwa Municipality, Private Bag X01020 Phalaborwa 1390**

Name and signature of witness Date

SCHEDULE OF DEVIATIONS

1. Subject: _____

Details: _____

2. Subject: _____

Details: _____

3. Subject: _____

Details: _____

4. Subject: _____

Details: _____

By the duly authorised representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **BA-PHALABORWA MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **BPM/06/18/19**. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2011
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number **BPM/06/18/19** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. Official orders will be issued to successful bidders after conclusion of the second stage of bidding.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	CONTRACT DURATION
Provision of Owned Plant and Equipment on an "as and when required" basis.	36 MONTHS

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

- a) The Employer is the **Ba-Phalaborwa Municipality**
- b) The authorised and designated representative of the Employer is **Mrs MOAKAMELA MI**
- c) The address for receipt of communications is:
 - Tel: 015 780 6300
 - Fax: 015 780 6393
 - E-mail: moakamelam@ba-phalaborwa .gov.za
 - Address: Civic Centre, Corner Nelson Mandela and Selati Street
Private Bag X 01020
Phalaborwa
1390
- d) The Bid is: **PANEL OF SERVICE PROVIDERS FOR HIRING OF PLANT AND EQUIPMENT IN THE IN BA-PHALABORWA MUNICIPALITY TO BE APPOINTED ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.**
- e) The Period of Performance commences on the date of signature of the Form of Acceptance and shall not exceed 36 months.
- f) The location for the performance of the Contract is the **Ba-Phalaborwa Municipality**
- g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- j) Copyright of documents prepared for the Contact shall be vested with the Employer
- k) Interim settlement of disputes is to be by mediation
- l) Final settlement is by litigation
- m) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

PART 2: SPECIAL CONDITIONS

1. **The council reserve the right to use own employees and earthmoving plant for the road maintenance even though it has appointed the service provider but not paying the contractor for the job that employer's employees has done.**
2. **The council reserves the right to select areas which should be worked as capital projects and not maintenance project.**
3. **The service provider will be limited to maintenance only and not to projects which council wish to execute as capital project.**
4. **A final financial Offer of wet rates should be included by the bidder noting that the financial offer is to be VAT inclusive.**
5. **Council reserves the right to negotiate and standardize the rates upon appointment of the service providers prior to commencement of contracts considering a fair and realistic practice.**

6. In addition the CPA will be applied for the duration of contract
7. Council reserves the right to negotiate further conditions and requirements with the successful bidder
8. Council reserves the right to appoint service providers as the list below:

No	Description	Maximum suppliers required by council
1	20 Ton Excavator	2
2	D6 Bulldozer	2
3	D8 Bulldozer	2
4	140G Grader	6
5	120G Grader	2
6	Front End Loader	2
7	Pneumatic Roller	2
8	Smooth Drum Roller	4
9	Pedestrian Roller	2
10	10 Cubic Tipper Trucks	6
11	Water Tanker 10 000L	2
12	Water Tanker 16 000L	4
13	Compressor	2
14	Concrete Mixer 20L	2
15	Plate Compactor	2
16	TLB (back actor)4x4	6
17	TLB (back actor)4x2	2
18	Jack Hammer	2
19	30 TON Low bed Truck	2
20	Pedestrian roller	2
21	Concrete Tar cutter	2

9. Council reserves the right to issue work on a rotational basis informed by the supplier's performance on previous work orders issued by council.

C2: SCOPE OF WORKS AND RATES

C2.1: SCOPE OF WORK

1. Background

The Ba-Phalaborwa Municipality intends to implement a Plant and Equipment contracting programme that will appoint service providers on an “as and when required” basis.

2. Scope of Work and the Duties of the Service Provider

- Wet rate per hour/km inclusive of VAT be quoted
- Provision for operator and his/her accommodation included in the rate quoted.
- Insurance of Equipment to be provided.
- Company to comply with Health and Safety Regulations in terms of OHS act.
- Third (3rd) party liability to be provided.
- It is the responsibility of the service provider to provide security for the plant particularly to prevent any theft of fuel, batteries etc.
- It is the contractor’s duty to prove and ensure protection of existing services, any damaged caused will be contractor’s responsibility to fix or will be cost that the municipality has incurred and will be recovered on the contractor’s due payment.
- The contractor must acquire approval from the Municipal representative in order to commence or proceed with the commencement stages.
- In terms of the plant breakdown, you will be given 9 hours to fix or replace the plant. Note that the breakdown hours does not form part of the working hours.

2.1 EVALUATION CRITERIA

FUNCTIONALITY

Bids will be evaluated on functionality only.

Functionality Criteria	Sub-criteria	Points	Maximum Points
1. Locality (Promotion of Local Companies)	Proof of Physical address of the company or lease agreement.		
	I. Business operating within Ba-Phalaborwa Municipality Boundaries.	20 Points	Max 20
	II. Business operating within the Mopani District Municipality Boundaries.	15 Points	
	III. Business operating in Limpopo	05 Points	
2. Tenderers Experience	Letter of appointment/order		
	I. Experience of similar and nature of works (5 appointment letters)	30 Points	Max 30
	II. Experience of similar and nature of works (3-4 appointment letters)	15 Points	
	III. Experience of similar and nature of works (1-2 appointment letters)	10 Points	
	IV. No experience of similar and nature of the work	0 points	
3. Plant/Equipment proof of owner ship	N.B Plant not older than 5yrs will be an added advantage/photos showing registrations and type of plant will be advantage.		Max 30

	I. Proof of ownership of all plant/vehicles/Equipment II. Letter of agreement with plant hire. III. No proof or agreement submitted	30 Points 10 Points 0 points	
4. Tenderers Qualified Personnel/Operators	Only accredited institution will be accepted. Tenderer must furnish proof of their drivers to be allocated to this contract (i.e. valid driver's license with PDP I. Proof of valid copies of the operators certificates. II. No proof submitted	20 Points 0 Points	Max 20

Bidders who fail to score a minimum score of 60 points shall be disqualified and will not be considered for further evaluation as below.

3. Description of works

Provision of Plant and Equipment as and when required in the jurisdiction of Ba-Phalaborwa Municipality.

SCHEDULE OF RATES **Rates must be VAT inclusive**

No	Description	Quantity	UNIT	Wet Rate/Day (8hr Day)
1	Grader 120G	1	DAY	N/A
2	Grader 140G	1	DAY	N/A
3	4x4 TLB	1	DAY	N/A
4	4x2 TLB	1	DAY	N/A
5	Front Loader	1	DAY	N/A
6	20 Ton Excavator	1	DAY	N/A
7	30 Ton Excavator	1	DAY	N/A
8	D6 Bulldozer	1	DAY	N/A
9	D8 Bulldozer	1	DAY	N/A
10	6 Cubic Tipper Truck	1	DAY	N/A
11	10 Cubic Tipper Truck	1	DAY	N/A
12	Pneumatic Roller	1	DAY	N/A
13	Smooth Drum Roller	1	DAY	N/A
14	Pad foot roller	1	DAY	N/A
15	Pedestrian Roller	1	DAY	N/A
16	Mechanical Broom	1	DAY	N/A
17	Water tankers(10 000L)	1	DAY	N/A
18	Water tankers(16 000L)	1	DAY	N/A
19	Water tankers(18 000L)	1	DAY	N/A
20	Rock Drill Truck	1	DAY	N/A

21	Cherry Picker	1	DAY	N/A
22	Garbage Truck/ Dustcart	1	DAY	N/A
23	30 Ton Low Bed	1	R/Km	N/A
24	Tractor with a slasher	1	Day	N/A
25	Crane Truck	1	Day	N/A
26	Mobile Slurry puppy	1	Day	N/A
	Description			
No	Equipments	Quantity	UNIT	Wet Rate/Day (8hr Day)
1	Jack hammer and Air Compressor	1	HOUR	N/A
2	Concrete tar cutter	1	HOUR	N/A
3	Concrete poker	1	HOUR	N/A
4	Homelite Chainsaw	1	HOUR	N/A
5	Power Screed	1	HOUR	N/A
6	Water pump	1	HOUR	N/A
7	Ride-on Roller	1	HOUR	N/A
8	Air Compressor	1	HOUR	N/A
9	Concrete Mixer 20L	1	HOUR	N/A
10	Plate compactor	1	HOUR	N/A
11	100kVA Generator	1	HOUR	N/A
12	650kVA Generator	1	HOUR	N/A

Item	Description- Grader 120 G	Unit	Quantity	Rate(R)
01	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			

	Wet rate	Day (8 Hours)		
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Item	Description- Grader 140 G	Unit	Quantity	Rate(R)
02	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- 4X4 TLB	Unit	Quantity	Rate(R)
03	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

ATTACH A PROOF OF OWNERSHIP, E-NATIS DOCUMENTS WILL BE ACCEPTED AS A PROOF OF OWNERSHIP / ATTACH A PROOF OF OWNERSHIP E.G, INVOICE AND OR BANK FINANCING DOCUMENTS. ONLY CERTIFIED DOCUMENTS WILL BE ACCEPTED.

Item	Description- 4X2 TLB	Unit	Quantity	Rate(R)
04	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			

	Wet rate	Day (8 Hours)		
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Item	Description- Front Loader	Unit	Quantity	Rate(R)
05	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- 20 Ton Excavator	Unit	Quantity	Rate(R)
06	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

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Item	Description-30 Ton Excavator	Unit	Quantity	Rate(R)
07	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			

	Wet rate	Day (8 Hours)		
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Item	Description- D6 Bull Dozer	Unit	Quantity	Rate(R)
08	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- D8 Bull Dozer	Unit	Quantity	Rate(R)
09	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

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Item	Description- 6m ³ Tipper Truck	Unit	Quantity	Rate(R)
10	Manufacture :	No		N/A
	Model :			
	Year:			

	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- 10m ³ Tipper Truck	Unit	Quantity	Rate(R)
11	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Pneumatic Roller	Unit	Quantity	Rate(R)
12	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

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Item	Description- Smooth Drum Roller	Unit	Quantity	Rate(R)
13	Manufacture :	No		N/A
	Model :			
	Year:			

	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Pad Foot Roller	Unit	Quantity	Rate(R)
14	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Pedestrian Roller	Unit	Quantity	Rate(R)
15	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

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Item	Description- Mechanical Broom	Unit	Quantity	Rate(R)
16	Manufacture :	No		N/A
	Model :			
	Year:			

	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Water tanker (10 000 L) capacity	Unit	Quantity	Rate(R)
17	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

Item	Description- Water tanker (16 000 L) capacity	Unit	Quantity	Rate(R)
18	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

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Item	Description- Water tanker (18 000 L) capacity	Unit	Quantity	Rate(R)
19	Manufacture :	No		N/A
	Model :			

	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Rock Drill Truck	Unit	Quantity	Rate(R)
20	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Cherry Picker	Unit	Quantity	Rate(R)
21	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

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Item	Description- Garbage Truck/Dust Cart	Unit	Quantity	Rate(R)
22	Manufacture :	No		N/A
	Model :			

	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- 30 Ton Low Bed	Unit	Quantity	Rate(R)
23	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate per kilometer	Day (8 Hours)		

Item	Description- Tractor with a slasher	Unit	Quantity	Rate(R)
24	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

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Item	Description- Crane Truck	Unit	Quantity	Rate(R)
25	Manufacture :	No		N/A
	Model :			

	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Mobile slurry puppy	Unit	Quantity	Rate(R)
26	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

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Item	Description- Jack Hammer and Compressor	Unit	Quantity	Rate(R)
01	Manufacture :	No		N/A
	Model :			

	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Concrete Tar Cuter	Unit	Quantity	Rate(R)
02	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Concrete Poker	Unit	Quantity	Rate(R)
03	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

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Item	Description- Homelite Chainsaw	Unit	Quantity	Rate(R)
04	Manufacture :	No		N/A

	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Power Screed	Unit	Quantity	Rate(R)
05	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

Item	Description- Water pump	Unit	Quantity	Rate(R)
06	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

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Item	Description- Ride-on Roller	Unit	Quantity	Rate(R)
07	Manufacture :	No		N/A

	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- Air Compressor	Unit	Quantity	Rate(R)
08	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

Item	Description- Concrete Mixer 20L	Unit	Quantity	Rate(R)
09	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

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Item	Description- Plate Compactor	Unit	Quantity	Rate(R)
10	Manufacture :	No		N/A

	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate	Day (8 Hours)		

Item	Description- 100Kva Generator	Unit	Quantity	Rate(R)
11	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

Item	Description- 650kva Generator	Unit	Quantity	Rate(R)
12	Manufacture :	No		N/A
	Model :			
	Year:			
	Engine Rating (Kw):			
	Wet rate			

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