

OR TAMBO DISTRICT MUNICIPALITY



**O.R. TAMBO
DISTRICT MUNICIPALITY**

**PROJECT NO: ORTDM SCMU 43-20/21
APPOINTMENT OF SERVICE PROVIDERS FOR THE HIRING OF PLANT AND
EQUIPMENT FOR 36 MONTHS**

MARCH 2021

Prepared for:

Water Services
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Prepared by:

Water Services Provision
OR Tambo District Municipality
Private Bag x 6043
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5100

Tel. No. (047) 501 6502

NAME OF BIDDER: _____

CSD SUPPLIER NO.: _____

EMAIL ADDRESS: _____

TENDER AMOUNT: _____

OR TAMBO DISTRICT MUNICIPALITY

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APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

T1 TENDERING PROCEDURES

T1.1 Tender Notice and invitation to tender

T1.2 Tender Data

OR TAMBO DISTRICT MUNICIPALITY

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APPOINTMENT OF SERVICE PROVIDERS FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced service providers for APPOINTMENT OF SERVICE PROVIDERS FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

Project Number	Name and Description	Contract period
ORTDM SCMU 43-20/21	APPOINTMENT OF SERVICE PROVIDERS FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS	36 Months

A virtual clarification meeting with representatives of the client will take place at 12H00 on Thursday, 01 April 2021.

Bid documents shall be may be accessed online in e-tender website (www.etenders.gov.za), alternatively, on the O.R Tambo District Municipality website (www.ortambodm.gov.za)

Completed tenders in black ink, in a sealed envelope and clearly marked with the “**Project number , project name and description**” must be placed in the tender box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than **12H00 on Friday, 30 April 2021**.

Returnable documents to be submitted with the bid:

- Certified copy of the bidder’s company registration documents as issued by the Registrar of Companies;
- Original or certified copy of BBBEE certificate, if bidder is not an Exempted Micro Enterprise (EME) or Qualified Small Enterprise (QSE);
- Sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an EME or QSE;
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be.

Invalid or non-submission of the following documents will render the tender disqualified:

- JV agreement where applicable in CIDB format (signed and initialled on each page)
- CSD supplier number
- Proof of latest municipal rates and taxes statement indicating that rates and taxes are not in arrears for more than 3 months;
- Audited annual financial statements of the bidding entity where applicable;
- Unaudited annual financial statements for close corporations, as required by the Close Corporations Act (if applicable);

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2000 (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:-

The bids will be evaluated in two stages, namely:

- Stage 1- Functionality
- Stage 2- Price and BBBEE Points

Only Bidders who score 60 points or more on stage 1 would be evaluated further and therefore eligible for the award.

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Item	Weight
Stage 1 of Evaluation-Functionality	100
• Similar Projects	30
• Experience of the Project Team	30
• Methodology	20
• Capacity Of the Company	20
Stage 2 of Evaluation- Price & B-BBEE	100
• Price	80
• B-BBEE	20

Tenders may only be submitted on tender documentation issued. No alterations may be made to the tender documentation. No late, faxed, e-mailed, telephonic or other electronic submissions will be accepted.

Should a bidder commit any corrupt or fraudulent act during the bidding process, its tender shall be disqualified.

The Municipality reserves the right to extend the tender advert period at its own discretion, by notice published in the Daily Dispatch Newspaper; the e-Tender Publication Portal, and by notice sent to all parties who purchase this bid document.

Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality. The lowest tender will not necessarily be accepted and the Municipality reserves the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed. An 80/20 point system shall apply where 80 points is allocated for price and 20 points allocated for B-BBEE status level of contributor.

ENQ: Mr L Mashiya, telephone number: 047 501 6492 or email: mashiyal@ortambodm.gov.za and All Supply Chain Management enquiries may be directed to Mr. S. Hopa, telephone number 047 501 6449 or email: sakhiwoh@ortambodm.gov.za.during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

Joint Ventures will qualify for points for their BBBEE 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 BBBEE scorecard is prepared for every separate tender.

PAX Dunywa
Acting Municipal Manager

O. R. TAMBO DISTRICT MUNICIPALITY

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T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annexure F of the 30 January 2009 edition of the **CIDB Standard for Uniformity in Construction Procurement**. The Standard Conditions of Tender Procurements make several references to the Tender Data for details that apply specifically to the Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Please note that the word “Client” is used in this document and referred to as “Employer” in the Standard Conditions of Tender document.

Clause Number	
F.1	General
F.1.1	The Client is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha 5100
F.1.2	The Tender documents issued by the Client comprise: Tender T1.1 Tender Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract
	Contract Part 1 : Agreements and Contract data C1.1 Forms of Offer and Acceptance C1.2 Contract Data Part 2 : Pricing Data C2.1 Pricing Instructions

	C2.2 Bill of Quantities Part 3 : Scope of Work C3.1 Project description
F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
F.1.4	Communication: Communication with all stakeholders shall be through the O. R. Tambo Municipality's District Representative. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer
	Contact person: <u>Mr.L Mashiya</u> Tel: 047 501 6400 / 6492
F.1.5	The employer's right to accept or reject any tender offer
F.1.5.1	Reject or accept The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.
F.1.6	Procurement procedures
F.1.6.1	a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
F.2	Tenderer's obligations
F.2.1.1	Eligibility Only those tenders who are registered with CIDB and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.1.2	CIDB Grading No CIDB grading is required.
F.2.2	Cost of tendering Accept that the Employer will not compensate the tenderers for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	Reference documents Obtain, as necessary for submitting a tender 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 tender documents by reference.
F2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary

	apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.				
F.2.7	The arrangements for a compulsory clarification meeting are:				
	<table border="1"> <tr> <td>Date: 01 Aprile 2021</td> <td>Location: Virtual</td> </tr> <tr> <td>Starting time: 12h00</td> <td></td> </tr> </table>	Date: 01 Aprile 2021	Location: Virtual	Starting time: 12h00	
Date: 01 Aprile 2021	Location: Virtual				
Starting time: 12h00					
F.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.				
F2.10	Pricing the tender				
F.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.				
F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered 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 South African Rand				
F2.11	Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.				
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.				
F.2.13.5	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: Location of Tender box: Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape. Physical address: O. R. Tambo House, Nelson Mandela Drive, Mthatha				
F.2.14	Information and data to be completed in all respects Accept that tender 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 The closing times for submission of Tenders are 12H00 on Friday, 30 April 2021.				
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.				
F.2.16	Tender offer validity The Tender offer validity period is 90 Days as stated in the tender data.				
F.2.17	Clarification of tender offer after submission The tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender 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 competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.				
F.2.18	Provide other material The tenderer shall, when requested by the Employer to do so, Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the				

	<p>employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer 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 tender offer as non-responsive.</p>
F.2.20	<p>Submit securities, bonds, policies</p> <p>Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> • Valid Tax compliance status PIN issued by SARS • Certified copy of the bidder's company registration documents as issued by the Registrar of Companies; • Original or certified copy of BBBEE certificate, if bidder is not an Exempted Micro Enterprise (EME) or Qualified Small Enterprise (QSE); • Sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an EME or QSE; • Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be. • CSD supplier number • Proof of latest municipal rates and taxes statement indicating that rates and taxes are not in arrears for more than 3 months; • Audited annual financial statements of the bidding entity where applicable; • Unaudited annual financial statements for close corporations, as required by the Close Corporations Act (if applicable);
F.3	<p>The employer's undertakings</p>
F.3.1	<p>Respond to requests from the tenderer</p>
F.3.1.1	<p>Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.</p>
F.3.2	<p>Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
F.3.4	<p>Opening of tender submissions</p>
F.3.4.1	<p>The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
F.3.4.2	<p>Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.</p>
F.3.4.3	<p>The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.</p>
F.3.6	<p>Non-disclosure</p> <p>The client shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>
F.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent</p>

	practices.
F.3.9	Arithmetical errors, omissions and discrepancies
F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p style="padding-left: 40px;">i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p style="padding-left: 40px;">ii) The summation of the prices.</p>
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules 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 shall be corrected.</p> <p>b) 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
F.3.10	Clarification of a tender offer
	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F3.11	<p>Evaluation of tender offers</p> <p><i>Replace the contents of the entire sub-clause with the following:</i></p> <p>The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined BUT the prerequisite will be to obtain at least 60% of total points for quality (functionality), which will be explained in Second Stage below.</p> <p>Nevertheless, O. R. Tambo District Municipality retains the right to accept or reject any bid.</p> <p>C. First stage in evaluation: Compliance with Bid Rules and other Requirements The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.</p> <ul style="list-style-type: none"> • The form of Offer and acceptance • Tax information • Certified company registration documents and ID of members • Form C: Compulsory Enterprise Questionnaire • Form D: Certificate of Authority for Signature • Form E: Amendments, Qualifications and Alternatives • Form H: Certificate of Good Standing • Form I: Relevant experience • Form J: Details of key staff and CVs • Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 20174 <p>Note:</p> <ul style="list-style-type: none"> • All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc. • Addenda issued during the bid period, if any. • The pricing schedule <p>Failure to supply the required information will compromise the bid</p> <p>D. Second Stage in Evaluation: Quality / Functionality</p> <p>Only bidders who score 60% or more on stage 1 will be evaluated further and therefore eligible for award. The maximum score for functionality shall be 100, distributed as follows</p> <p>STAGE 1: FUNCTIONALITY/QUALITY EVALUATION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Item</th> <th style="width: 30%;">Weight</th> </tr> </thead> <tbody> <tr> <td>Stage 1 of Evaluation-Functionality</td> <td>100</td> </tr> <tr> <td>• Similar Projects</td> <td>30</td> </tr> <tr> <td>• Experience of the Project Team</td> <td>30</td> </tr> <tr> <td>• Methodology</td> <td>20</td> </tr> </tbody> </table>	Item	Weight	Stage 1 of Evaluation-Functionality	100	• Similar Projects	30	• Experience of the Project Team	30	• Methodology	20
Item	Weight										
Stage 1 of Evaluation-Functionality	100										
• Similar Projects	30										
• Experience of the Project Team	30										
• Methodology	20										

	<ul style="list-style-type: none"> Capacity Of the Company 	20
	Stage 2 of Evaluation- Price & B-BBEE	100
	<ul style="list-style-type: none"> Price 	80
	<ul style="list-style-type: none"> B-BBEE 	20
<i>Tender functionality / quality claimed</i>		
	Category of Quality / Functionality	Maximum tender evaluation points provided
B1.1	Similar Projects	30
	Tenderer must have completed 4 or similar projects of a combined value of atleast R400 000.00. Copies of Completion Certificates or proof of such MUST be submitted with the bid. No points will be awarded where proof or Completion Certificates have not been submitted with the Bid.	30
	Tenderer must have completed 3 or similar projects of a combined value of atleast R300 000.00. Copies of Completion Certificates or proof of such MUST be submitted with the bid. No points will be awarded where proof or Completion Certificates have not been submitted with the Bid.	22.5
	Tenderer must have completed 2 or similar projects of a combined value of atleast R200 000.00. Copies of Completion Certificates or proof of such MUST be submitted with the bid. No points will be awarded where proof or Completion Certificates have not been submitted with the Bid.	15
	Tenderer must have completed at least 1 similar projects of atleast R100 000.00. Copies of Completion Certificates or proof of such MUST be submitted with the bid. No points will be awarded where proof or Completion Certificates have not been submitted with the Bid.	7.5
B1.2	Experience	20
	Project Manager or the owner of the truck/company with 4 years' experience in similar projects (Proof of CV and atleast 3 (three) contactable references should be attached)	20
	Project Manager or the owner of the truck/company with 3 years' experience in similar projects (Proof of CV and atleast 3 (three) contactable references should be attached)	15
	Project Manager or the owner of the truck/company with 2 years' experience in similar projects (Proof of CV and atleast 3 (three) contactable references should be attached)	10
	Project Manager or the owner of the truck/company with 1 years' experience in similar projects (Proof of CV and atleast 3 (three) contactable references should be attached)	5
B1.3	Methodology	10
	A clear methodology with clear time frames, organogram and costs, indicating the innovative methods of executing works, The methodology must clearly stipulate how the sewer blockages and waste sludge will be disposed of and what precautions will be taken with regards to the public's health and environmental safety to avoid pollution.	10
	Partial representation of methodology without clear time frames, organogram and costs, indicating the innovative methods of executing works,	5
	No methodology submission	0
B1.4	Turnaround Time	10
	Offer of turnaround time to avail plant or equipment on callout request in hours	10
	No offer of turnaround time to avail plant or equipment's on callout request in hours	0
B1.5	Capacity Of the Company	20
	Proof of any 5 types of plant hired with contract or owned which are roadworthy and registered to owners of the company or signed Agreement in	20

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	case where plant will be sourced from other service providers with with insurance and antitheft system(TLB, LowBed, Honey Sucker,Excavator, Compactor, Drop side, Tipper truck, Pressure Jetting unit)		
	Proof of any 3 types of plant hired with contract or owned which are roadworthy and registered to owners of the company or signed Agreement in case where plant will be sourced from other service providers with with insurance and antitheft system(TLB, LowBed, Honey Sucker,Excavator, Compactor, Drop side, Tipper truck, Pressure Jetting unit)	10	
B1.5	Locality	10	
	Residing within OR Tambo jurisdiction (Attach proof of residence from Traditional leader or Ward councillor or statement of rates/services)	10	
	Residing within Eastern Cape jurisdiction (Attach proof of residence from Traditional leader or Ward councillor or statement of rates/services)	5	
	Attach certified copies of roadworthy and ownership certificates or Agreement as proof		
	TOTAL	100	

STAGE 2: EVALUATION FOR PRICE AND PREFERENCE (80/20)

The procedure for Stage 2 of evaluation of responsive tenders is **Method 1**

a) **PRICE:** **80**

a) **B-BBEE STATUS LEVEL OF CONTRIBUTION:** **20**

$$P_s = 1 \left(- \frac{P_t - P_{min}}{P_{min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender

The following table must be used to calculate the score out of 20 for BBEE:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

F.3.13 Acceptance of tender offer

F3.13.1 Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or

	<p>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 tenderer as described in the form of offer and acceptance.</p>
F.3.14	<p>Notice to unsuccessful tenderers</p> <p>After the successful tenderer has acknowledged the employer’s notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality’s website: www.ortambodm.org.za by listing the successful tender.</p>
F.3.15	<p>Prepare contract documents</p> <p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <ul style="list-style-type: none"> a) addenda issued during the tender period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any.
F.3.16	<p>Issue final contract</p> <p>Prepare and issue the final draft of the contract to the successful tenderer 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).</p>

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T2 RETURNABLE DOCUMENTS

T.2. LIST OF RETURNABLE DOCUMENTS

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Returnable Documents (T2)

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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T2.1: LIST OF RETURNABLE DOCUMENTS

1. T.21. Returnable Documents Required for Tender Evaluation Purposes (T2.1)

- Form 2.1.1 Ownership of Tenderder's Entity
- Form 2.1.2 Municipal Bidding Documents (MBDs)
- Form 2.1.3 Authority for Signatory
- Form 2.1.4 Schedule of Work Carried Out by Tenderer
- Form 2.1.5 Proposed Key Personnel
- Form 2.1.6 Schedule of Infrastructure and Resources
- Form 2.1.7 Financial References

2. T.22. Other Documents Required for Tender Evaluation Purposes.

- Form 2.2.1 Declaration of Good Standing regarding Tax.
- Form 2.2.2 CV'S of Key Personnel to be used in this Project.

FORM 2.1.1 OWNERSHIP OF THE TENDERER’S ENTITY

State whether the Tenderer is a company, a partnership, a person or a closed corporation by making an X in the appropriate space.

Company	
---------	--

Partner-ship	
--------------	--

Person	
--------	--

Closed Corporation	
--------------------	--

(Make an X in the appropriate space)

2. Information to be provided

2.1 IF THE TENDERER IS A COMPANY:

- (a) Affix a certified copy of the Certificate of Incorporation and on the following page.
- (b) List the Directors and each Director's date of appointment

(Attach Certified copies of ID'S of the Directors)

(c) List the Shareholders

Name	% Share	Male/Female	HDI (Yes/No)*
------	---------	-------------	---------------

(Attach Certified Copies of ID'S of Shareholders)

(d) List all companies of which your Company is a shareholder

2.2 IF THE TENDERER IS A PARTNERSHIP:

(a) List the partners and state each partner's share in the partnership

Name	% Share	Male/Female	HDI (Yes/No)*
------	---------	-------------	---------------

(Attach Certified Copies of ID'S of Members of the Partnership)

2.3 IF THE TENDERER IS A PERSON:

(a) Provide the full name and qualifications of the person

Name	% Share	Male/Female	HDI (Yes/No)*
------	---------	-------------	---------------

2.4 IF THE TENDERER IS A CLOSED CORPORATION:

(a) Affix a certified copy of the CK 2 Form on the following Page.

(b) List the members and state each member's share in the closed corporation

Name	% Share	Male/Female	HDI (Yes/No)*
------	---------	-------------	---------------

(Attach Certified Copies OF ID'S of Members of the CC

2.5 LOCALITY OF TENDERS (attach copy of recent municipal services account on the following page):

.....
SIGNATURE OF TENDERER

.....
DATE

Affix and Attach Relevant Documents Here (ck FORM)

FORM T 2.1.2. MUNICIPAL BIDDING DOCUMENTS

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O.R. TAMBO DISTRICT MUNICIPALITY					
BID NUMBER:	ORTDM SCMU 43-20/21	CLOSING DATE:	30 APRIL 2021	CLOSING TIME:	12.00PM
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS				

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

<i>TENDER BOX, GROUND FLOOR, O.R. TAMBO DISTRICT MUNICIPALITY BUILDING</i>
<i>MYEZO PARK, NELSON MANDELA DRIVE</i>
<i>MTHATHA</i>
<i>EASTERN CAPE</i>

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[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]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM Department	CONTACT PERSON	Mr. L. Mashiya
CONTACT PERSON	Mr. Sakhiwo Hopa	TELEPHONE NUMBER	047 501 6492
TELEPHONE NUMBER	047 501 6449	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	sakhiwoh@ortambodm.gov.za	E-MAIL ADDRESS	mashiya@ortambodm.gov.za

**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).
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.	

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:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state?..... **YES / NO**
 - 3.8.1 If yes, furnish particulars.....
.....

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 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.

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

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars
.....

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

3.11.1 If yes, furnish particulars.....
.....

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

3.12.1 If yes, furnish particulars
.....

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

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?..... **YES / NO**

3.14.1 If yes, furnish particulars
.....

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details:		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?		
3.1	If yes, provide details:		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
4.	Will any portion of the goods of services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic?		
4.1	If yes, provide details:		

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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 to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- (b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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.

WITNESS:

1.

2.

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

DATE:

ADDRESS:

.....

.....

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	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	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 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 (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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

ORTDM SCMU 43-20/21: APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

in response to the invitation for the bid made by:

O.R. Tambo 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 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

MBD 9

6. The bidder has arrived at the accompanying quotation 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 this invitation; or
 - (f) submitting a bid 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 bid.

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.

MBD 9

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

FORM 2.1.3 AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching to this form a copy of the relevant resolution by their Board of Directors, duly signed and dated.

"By resolution of the Board of Directors taken20

Mr

has been duly authorized to sign all documents in connection with Contract No

and any Contract which may arise therefrom on behalf of (block capitals).....

.....

.....

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

SIGNED ON BEHALF OF THE COMPANY BY MEMBERS OF THE COMPANY OR CLOSED COOPERATION OR ENTERPRISE AS FOLLOWS;

No	Member's Name	Capacity	% Shareholding	Signature

AFFIX COMPANY LETTER HEAD CERTIFYING THE ABOVE RESOLUTION ON THE FOLLOWING PAGE.

Affix Company letter here

FORM 2.1.4: SCHEDULE OF WORK CARRIED OUT BY TENDERER

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

Description	Value in Rands	Year Completed	Client and Representative	Contact No

PLEASE PROVIDE PROJECTS RELATED TO APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

Signature of the Tenderer: _____

FORM 2.1.6: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available

Physical facilities and Buildings.

Description	Address	Area (m ²)

Equipment

Provide information on equipment and resources that you have available for this project.

Description:	Number of units
Description :	Number of units
Description:	Number of units

Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

List your current contracts and obligations

Description	Value (R)	Start date	Duration	Expected completed date

Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff : gender and race	Number of staff

Temporary staff to be employed for the project : gender and race	Number of staff

Signature of the Tenderer : _____

FORM 2.1.7 SCHEDULE OF PROPOSED SUBCONTRACTOR

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

*The naming of any proposed sub consultant/s hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a Tender shall not be construed as approval of any or all of the listed sub consultant/s, neither shall it in any way limit or detract from the powers of the Engineer and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Tenderer from deviating In any way during the Contract from the list of proposed sub consultant/s hereunder if the Tender is accepted
If any or all of the sub consultant/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub consultant/s not listed below is approved by the Client.*

Part or Type of Work	Proposed Sub-Contractor	Work Recently Executed by Subcontractor

Signature of the Tenderer: _____

FORM 2.1.8: FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference.

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	()
Fax number	()
Account number	

TENDERER'S TAX DETAILS

Tenderer's VAT vendor registration number: -----

Tenderer's SARS tax reference number: -----

Signature of the Tenderer: _____

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 43-20/21

APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

T. 2.2. Other Documents Required for Tender Evaluation Purposes.

- Form 2.2.1 Certificate of Tenderers attendance at the clarification meeting.
- Form 2.2.2 Declaration of Good Standing regarding Tax.
- Form 2.2.3 CV'S of Key Personnel to be used in this Project.

FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY SITE/CLARIFICATION MEETING

This is to certify that I, -----

Representative of (Tenderer) -----

Of (address)-----

Telephone number-----

Fax number -----

(Visited and examined the Site)/ attended Clarification Meeting on (date) -----

In the company of (Engineer/Engineer's Representative) -----

TENDERER'S REPRESENTATIVE: -----

CLIENT'S REPRESENTATIVE: -----

FORM 2.2.2 DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	Bid No:																				
Closing Date:																					
DECLARATION OF GOOD STANDING REGARDING TAX																					
PARTICULARS																					
1. Name of Taxpayer/Bidder:																					
2. Trade Name:																					
3. Identification Number: (If applicable)	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td> </tr> </table>																				
4. Company / Close Corporation registration number:	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td> </tr> </table>																				
5. Income Tax reference number:	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td> </tr> </table>																				
6. VAT registration number: (If applicable)	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td> </tr> </table>																				
7. PAYE employer's registration number: (If applicable)	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td> </tr> </table>																				
8. Monetary value of bid:	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 100%;"></td> </tr> </table>																				
DECLARATION																					
<p>I, the undersigned, the above taxpayer/bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*</p>																					
..... SIGNATURE CAPACITY DATE																			
<p><u>PLEASE NOTE:</u>* The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.</p>																					

FORM 2.2.3 CV'S OF KEY PERSONNEL TO BE USED IN THIS PROJECT.

Provide two paged CV of Each key Personnel to be used in this project.

Attach certified copies of the following to the CV;

- ID
- Highest Qualification.
- Certification

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

Attach CV Booklet on this Page

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 43-20/21

APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

PART 1

C1 CONTRACT DATA

C1 AGREEMENT AND CONTRACT DATA

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 43-20/21

**APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR
36 MONTHS**

AGREEMENT AND CONTRACT DATA (C2)

C1.1 Form of offer and acceptance

C1.2 Contract Data

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 43-20/21

APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

C. 1. FORM OF OFFER AND ACCEPTANCE

PART 1: FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS**. The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

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

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

Signature: _____ Date: _____

Name: _____

Capacity: _____

For the
Tenderer: _____

(Tenderder's address)

Name &
Signature of
Witness _____ Date _____

PART B: ACCEPTANCE *(To be completed by the Employer)*

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: _____ Date: _____

Name: _____

Capacity _____

For the
Employer _____

(Name and address of organisation)

Name &
Signature of
Witness _____ Date _____

**OR TAMBO DISTRICT MUNICIPALITY
APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT
FOR 36 MONTHS**

C1.2 CONTRACT DATA

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract as per the **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (GCC)** issued by National Treasury of the Republic of South Africa.

The meaning of “purchaser” in the GCC shall have the same meaning as “Employer”

Compulsory Data

Clause 1.21

The name of the Employer is O.R Tambo District Municipality.

Clause 7

Deed of Guarantee is not applicable on this Contract.

Clause 8

All pre-bidding testing or trial tests are not applicable.

Clause 10

The works shall be completed within 36 months after the signing of the contract

Clause 11

The service provider shall have an Indemnity cover of not less than R3 million.

Clause 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 consultant.

Clause 17

Prices offered by the service provider shall be fixed for a period of 24 months and no escalation will be accepted.

Clause 49.3

Disputes will be settled through arbitration.

Signature of the Tenderer: _____

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 43-20/21

**APPOINTMENT OF SERVICE PROVIDERS FOR THE HIRING OF PLANT AND EQUIPMENT
FOR 36 MONTHS**

PART 3

C3 SCOPE OF WORK (TERMS OF REFERENCE)

C.3 SCOPE OF WORKS

Terms of Reference

PROJECT NO: ORTDM SCMU 43-20/21

APPOINTMENT OF SERVICE PROVIDERS FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS

Closing Date: 30 APRIL 2021 @ 12:00

C3	SCOPE OF WORK
----	---------------

1. INTRODUCTION

The provision of water services is the responsibility of Water Service Authority. The Water Services Act (No. 108 Of 1997) has also defined a Water Services Provider as an institution who is responsible for the operation of the water works that supplies water services to the end consumer. Currently most WSA also carry out the functions of the WSP

O R Tambo district Municipality (ORTDM) is the Water Service Authority and a Water Service Provider; this is in terms of the Municipal Structures Act 118 of 1998. In order to fulfil this responsibility, ORTDM is required to repair leaking or burst water pipes, unblock sewers and any other related tasks that require planned and unplanned action.

In responding to this, the District is putting out these terms of reference to acquire services from Providers with necessary skills, experience that own and operate the following pieces of equipment i.e. Honey Suckers, TLBs, Excavator and Jet Vac.

2. THE PURPOSE OF THE PROJECT

The purpose of the project is to acquire services of plant and equipment that has to be hired in order to assist the municipality in rendering its water services function. The plant and equipment required are to be located per each Local Municipality within the District Municipality. The appointment will be for the period of 36 months at rate per hour and this will be based on a call down system/ method where a minimum of 4 hours will be allocated for each call down. This means that successful bidder/s plant/s and equipment will be requested by the municipality when the services are required and payment will be limited to the time worked but not less than 4 hours.

The bidders will be allowed to submit as part of the bid a retainer amount for the month to cater for overhead costs in-case the equipment has not been required by the municipality in that month, the retainer amount will be in proportion to work done and therefore will fluctuate in line with that equipment activity. The successful service provider will have to keep daily worksheets logs signed by machine operator and ORTDM Officials responsible for the task including pictorial evidence that must be presented with the invoice on a monthly basis.

These services are required per each local municipality of the district, which is reflected below:-

- King Sabata Dalindyebo Municipality
- Nyandeni Local Municipality
- Port St Johns Local Municipality

- Ingquza Hill Local Municipality
- Mhlontlo Local Municipality

PROJECT BRIEF

The services that are required will be for a period of 36 months at an agreed rate and will be based on the call down system/ method (services to be rendered when required). A mechanism in this regard will be developed on the communication and consultation with the provider when the necessary services are required. The plant need to be available during and after normal municipal working hours. The plant must be available within **two hours of request** upon receipt of official instruction. The successful bidder need to provide his/ her own storage for machinery in the area where it will be appointed to service and also make sure that staff has their own transport to and from work location. The successful Bidder must comply with the OHS Act.

OR Tambo District Municipality will not be held liable for any Health & Safety related accidents or incidents as a result of negligence on the part of the successful Bidder. If a contractor performs work without the proper safety clothes, his contract will be terminated immediately. OR Tambo District Municipality will monitor the performance efficiency of the successful Bidder. OR Tambo District Municipality will not pay for what is deemed to be inefficient performance. OR Tambo District Municipality reserves the right to cancel the contract at any stage should the successful Bidder not comply with what is deemed reasonable performance efficiency. Extreme care must be taken to prevent any spillage and suitable tools shall be available to immediately clean up any spillage. The municipality will visit each proposed service provider and inspect the offered plant equipment to be used on the project before acceptance of any offers. No work may start without an official instruction notification for the type of work to be done by the service provider. (Except after hours) The start time for work shall be when the Services Provider has already established and is ready to commence with the work. The end time being the time when the last load of debris/sewage has been disposed of, and the work area cleaned. In the event of a breakdown of a plant during the execution of the contract, the tenderer must ensure that the plant is repaired/replaced within a period of 8 hours.

WORKING PERIOD

A normal working day shall comprise of 8 working hours, unless otherwise agreed to by the Employer's Representative.

It is recognised, however, that on certain projects, hours more than the normal working day will be required and in such cases the Contractor will be advised accordingly.

Vehicles, plant and equipment working outside the normal working period of 8 hours per day for hourly rated items, will be paid at the normal contract rates. There shall be no after hour's payment for daily rated items.

The Employer's representative must check and sign machine hours on arrival and departure.

CONDITION OF PLANT AND EQUIPMENT

It is required that all items offered shall, at the discretion of the employer, be deemed to be in good condition and of acceptable age, i.e. at the commencement of the contract

The Employer reserves the right to:

- Call for history sheets and repair records of items older than 6 years.
- Inspect any vehicle or item of equipment offered.
- Allocate a fleet number and ID mark to vehicles and equipment accepted.

Plant and equipment in a poor state of repair and therefore subject to frequent breakdowns will not be considered. Plant and Equipment accepted in good faith at the commencement of the contract but subsequently deemed to be in a poor condition and subject to frequent breakdowns will be cancelled from the Contract and not be considered for further rental. The cost to remove such an item from site will be for the Contractor's account.

VEHICLE TRACKING

The Employer may require the use of tracking equipment capable of accurately measuring functions critical to the calculation of kilometres travelled, hours worked and payment for the item hired. The tracking equipment will be supplied and fitted by the Contractor. Payment in such instances will be made in accordance with the reading on the tracking equipment.

WORK AND SUPERVISION

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

TERMINATION OF HIRE

The plant and equipment will be hired by the Employer from the Contractor for the period specified, but either party may terminate the hire by giving seven working day notice to the other. Such notice may be

given in writing to a responsible official of either party. An alternative period of notice may, by mutual consent, be agreed upon between the Contractor and the Employer.

MAINTENANCE

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

COMPETENCY OF OPERATORS

It is a requirement of this Contract that all operators provided with plant and equipment are to be fully competent in the operation of their items and sufficiently literate to complete daily log sheets which may be required by the Employer's Representative. The Contractor and its operator will be liable to ensure that the Occupational, Health, Safety and Environmental Act 85 of 1993 are complied with in all aspects.

DAMAGE

The Employer shall not be held liable for any damage caused to plant and equipment whilst on the site, being operated or standing, or being transported to or from such site. The Employer shall not be held liable for injury to or the death of any employee of the Contractor. In the event of death or injury to any of the Contractor's employees and/or damage caused to the contractor's plant and equipment arising from the contract hereby constituted, a Representative of the Employer shall cause an investigation to be instituted within 24 hours in every case so arising. The findings of such an investigation shall be communicated to the head office of the Employer and to the Contractor.

INDEMNITY BY CONTRACTORS

The Contractor on signing the Form of Tender shall be deemed to have indemnified and keep indemnified the Employer against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the hire of the item(s) and against all claims, demands, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Where a third-party claim has been made against either the Employer or the Contractor or both consequent upon the death of or bodily injury to or illness of any person or loss, theft, missing or damage of any property arising out of or because of the hire of plant and equipment from the Contractor and/or the use of such Contractor's plant and equipment, then regardless of who was operating or in control of the plant or equipment at the time of the incident giving rise to the claim:

1.1 The Employer shall not be liable for any loss - of whatsoever nature - suffered by the Contractor as a result thereof; and

1.2 The Contractor, on signing the Form of Tender, shall be deemed to have indemnified the Employer and shall keep the Employer indemnified and hold it harmless against any loss, theft or damage in respect of all such claims, proceedings, damages, costs and expenses.

MISCONDUCT OF CONTRACTOR'S PERSONNEL

If in the opinion of the Employer's Representative any person employed by the Contractor on the site misconducts him/herself or is incompetent or negligent in the performance of his duties, such representative may report such misconduct, incompetence, or negligence to the Contractor and require him to remove such person from the site.

The Contractor shall comply with such request immediately but may undertake an investigation into the allegations against such employee, who shall be entitled to be heard in his defence, and if such allegations are unfounded or frivolous, the Contractor shall have the right, to bring the evidence before the Employer's Representative who may then agree to allow the person back on site. The Contractor will not receive any compensation for any costs incurred by him for this investigation.

SUBMISSION OF ACCOUNTS

At the end of each month the Contractor shall, with the Employer, agree upon the hours worked before submitting accounts for plant and equipment hired and /or for any transportation charges incurred during that month. Invoices submitted must clearly show calculations of amounts.

The following detail must also be shown on the invoice:

- i) Start odometer/hour meter reading, start time and date at the beginning of each shift;
- ii) Stop odometer/hour meter reading, stop time and date at the end of each shift;
- iii) Department for which services were rendered;
- iv). Signature of acceptance by Employer's Representative of that Department;
- v) Order number against which costs are to be debited (as provided by the Employers Representative iv above);
- vi) The approved charge rate of the plant and / or equipment hired.

Refuelling or awaiting fuel or lubricants; (if wet hire rate is being used)

If in the opinion of the Employer's Representative, the inability of the machine to work due to unavailability for any reason of an interdependent item of equipment hired from the same Contractor.

TECHNICAL SPECIFICATION

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

Earth Moving and Construction Equipment

Machines are to be provided with approved pipe slings to allow for the laying of pipes of between 600 mm and 1200 mm in diameter.

The width and capacity of the bucket/s offered with each machine must be stipulated on the completed form. Digger loaders (TLB's) must be of 4x4 configurations.

Trucks

The Trucks offered must be suitable for road construction and resealing operations. If required, the Contractor must supply a mounted chip spreader.

The vehicle shall be fitted with an hour meter which operates from the alternator oil pressure switch., The Contractor must attach a copy of the vehicle's Certificate of Roadworthiness (CORW) to Form A2. Should the CORW expire during the period of contract, the Contractor must provide the Employer's Representative with a copy of the renewed CORW before the expiry of the current CORW.

The Contractor shall be responsible for the vehicle, load and driver in terms of the Road Traffic Act as well as adequate insurance thereof.

The Employer's Representative reserves the right to request signed delivery notes for each load delivered during the contract period. The Contractor must indicate in the Tender document the physical address from which he will operate.

SCOPE

The entire project is for hiring of Honey Suckers, TLBs, Jet Vac, Flatbed truck, Excavator, Jack Hammer, Compactors for the five local municipality areas. The appointment in each municipality will comprise of a panel of three service providers. The allocation and breakdown of the required plant and equipment is per each municipal area is reflected below:-

The key sub-tasks in the project include:-

- Provision of the necessary plant and equipment with the competent and qualified operators.

- Provision of all the necessary resources for the hired plant and equipment to render the required services.
- These include the oil, fuel, accessories, insurance and maintenance cost) WET RATE as well as parts where necessary.
- Ensure that the hired plant and equipment is maintained and when required is at the standard that it may achieve the client objectives.

5. METHODOLOGY

The Service Providers must demonstrate the capacity to execute the required service. The company to show how are the daily reporting will be handled, what evidence will accompany the invoicing showing work done. Staff that will be involved in executing the service and their roles, the controls that will be put in place to ensure the value for money.

6. PROJECT MANAGEMENT

The project will be managed by the General Manager with direct supervision of WSU Manager responsible in OR Tambo District Municipality. The service provider is expected to provide a designated individual to perform the project management task and contractual management. The person should demonstrate the necessary capability to carry the task including competency in word and excel spreadsheet.

7. DELIVERABLES/OUTPUTS

The key deliverable/ output for the project are the plant and equipment to be provided for hiring to the municipality. The plant and equipment must be able to:-

- Sucking of the pit in the identified areas and households within the district areas and disposing into an officially designated area.
- Excavating and backfilling in the areas that have been identified as requiring the service by the client, mainly around burst water pipes, or sewer lines.
- Unblocking of the sewage system network and pump stations in the area identified and sited by the client.
- Loading and transportation of plant to the sites where it is required

It must be noted that in rendering these services the service provider must have mechanism to provide portfolio of evidence in delivering the task in the form of:

- Daily Worksheet signed by both operator and the request Superintended,

- Reconciliations logs signed by the Water Service Unit Manager and the plant manager.
- Picture with dates and names of areas the plant worked
- Invoices must be submitted to the office of the Water Service Provision Manager/ General Manager WSP with all necessary attachments.

8. SPECIFICATIONS

8.1. HONEY SUCKER

The equipment of the successful contractor must be on such a standard to enable one to execute the following work successfully:

- (a) The suction of solid sewerage out of the sewer manholes, pump stations, VIP toilets, septic tanks as and on any other municipal infrastructure as per instruction from the project manager to the maximum depths of 8 meter.
- (b) The capacity of the pump on the suction tanker has to ensure a minimum flow equal to 80mm of a sewerage pump and about 30 litres per second.
- (c) The suction tanker must have a minimum store capacity to hold 5 000 litres to a maximum of 12000 litres per second.
- (d) The pump on the suction tanker must be able to manage solids of 80mm.
- (e) Objects such as stones, sticks, irons, etc are to be found in the pits. The successful contractor must be prepared to remove all objects form the pits.
- (f) Dumping fees at all Municipal plants will be applicable.

Each unit shall carry the following minimum equipment

- Safety/first aid kit
- Manhole lifter
- Pick, Spade, Sledge, hammer, broom
- Traffic cones and delineators
- Traffic accommodation signs

8.2. HIGH PRESSURE JET VACUUM

- a) A combination Jetting Machine and Vacuum Tanker must be provided
- b) The jetting machine shall be capable of providing a variable jetting pressure of at least 150 bars at a flow rate of at least 220 litres per minutes, measures at the pump.
- c) The jetting machine shall be a minimum of 19mm nominal in diameter with a minimum length of 120 meters. The jetting hose shall be wound onto a hose reel, which is power driven in both directions.

- d) The unit must carry a full range of nozzles, including forward blasters for breaking blockages and root cutting equipment.
- e) The jetting machine water tank must be filled through an approved pressure break, which shall be a minimum of twice the feed in diameter above the spill over level.
- f) The vacuum unit shall have Airflow or Roots type blowers providing suction via a 100mm minimum diameter suction pipe that shall effectively pick up wet and dry materials from a depth of up to 5 meters.
- g) The combination unit must have separate debris and water tanks with a minimum 5m³ and 4m³ capacity respectively.
- h) Debris tanks must be tightly sealed to avoid liquid leaking out of the vehicle onto roads during transportation.
- i) The debris tank shall have hydraulically operated door and shall discharge the solids by means of tipping or a hydraulic ram.

Each combination unit shall carry the following minimum equipment apart from the tanks, pumps, hoses and jetting equipment required above:

- Safety/first aid kit
- Manhole lifter
- Pick, Spade, Sledge, hammer, broom
- Retro-jet
- Pointed or penetrating nozzle (forward blaster)
- Rotating nozzle or chain flail
- 10m minimum lay flat hose for the water tank
- 10m minimum lay flat hose for decanting the liquid from the debris tank
- Elbow or similar blocking device to prevent material being washed downstream
- Metered standpipe
- Traffic cones and delineators
- Traffic accommodation signs
- Gas detector
- Torches and mirrors for inspecting sewers

8.3.TLB

Loader Bucket Size 1 m³

Digging Depth (Backhoe) 4, 278 mm (standard)

Diesel Engine

Turbocharged

Output 68.5 kW @ 2,200 rpm

8.3.FLAT BED/LOWBED TRUCK

15 Ton

SUBMISSION OF TENDERS

Please submit tenders before 12H00 on the 30th of April 2021

Tenders must be placed in a sealed envelope and clearly marked: “**APPOINTMENT OF SERVICE PROVIDER FOR THE HIRING OF PLANT AND EQUIPMENT FOR 36 MONTHS**” and placed in the tender box, ground floor, OR Tambo District Municipality, Nelson Mandela Drive, OR Tambo House, Myezo, Umthatha,5099 by no later than 30 April 2021 @ 12:00 when tenders will be opened.

PLEASE NOTE THE FOLLOWING:

Tenders will be adjudicated in terms of Council's Supply Chain Management Policy.

The Council of the O.R. Tambo District Municipality does not bind itself to accept the lowest or any tender and late tenders, tenders by fax or e-mail will not be accepted

For any queries regarding this tender, feel free to contact the General Manager, **Mr L Mashiya** at telephone number **047-501-6492** during normal office hours.

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 43-20/21

**APPOINTMENT OF SERVICE PROVIDERS FOR THE HIRING OF PLANT AND EQUIPMENT
FOR 36 MONTHS**

PART 4

C4 FINANCIAL OFFER

C.4.2 PRICING SCHEDULE

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 43-20/21

APPOINTMENT OF SERVICE PROVIDERS FOR THE HIRING OF PLANT AND EQUIPMENT FOR 24 MONTHS

PRICING SCHEDULE

Item	DESCRIPTION	QUAN TITY	Rate per hour (WET RATE)	Retainer %	TOTAL
KING SABATHA DALINDYEBO PLANT AND EQUIPMENT HIRING					
1.	TLB	01			
2.	Excavator	01			
	6 m ³ Tipper Truck				
3.	High Pressure Jet Vacuum Truck	01			
4.	Honey Sucker	01			
5.	Lowbed 4 Axle Truck (Rate/Km)	01			
	8Ton Truck with 5 Ton Crane and removable personnel canopy	01			
6.	Compactor Rammer, Compaction Roller (10 - 15Ton), Pad foot roller ,	01			
7.	Jack Hammer	01			
8.	Percentage mark-up on items (with attached invoices) approved by the Employer or his representative for plant & equipment, (other than those set out in this list) used in the execution of work ordered by the Employer	%			
Subtotal					
MHLONTLO PLANT AND EQUIPMENT HIRING					
Item	DESCRIPTION	QUAN TITY	Rate per hour (WET RATE)	Retainer %	TOTAL
1.	TLB	01			
2.	Excavator	01			
	6 m ³ Tipper Truck				
3.	High Pressure Jet Vacuum Truck	01			
4.	Honey Sucker				
5.	Lowbed 4 Axle Truck (Rate/Km)				
	8Ton Truck with 5 Ton Crane and removable personnel canopy				
6.	Compactor Rammer, Compaction Roller (10 - 15Ton), Pad foot roller ,				
7.	Jack Hammer				
8.	Percentage mark-up on items (with attached invoices) approved by the Employer or his representative for plant & equipment, (other than those set out in this list) used in the execution of work ordered by the Employer	%			
Subtotal					

NYANDENI PLANT AND EQUIPMENT HIRING

Item	DESCRIPTION	QUAN TITY	Rate per hour (WET RATE)	Retainer %	TOTAL
1.	TLB	01			
2.	Excavator	01			
	6 m ³ Tipper Truck				
3.	High Pressure Jet Vacuum Truck	01			
4.	Honey Sucker				
5.	Lowbed 4 Axle Truck (Rate/Km)				
	8Ton Truck with 5 Ton Crane and removable personnel canopy				
6.	Compactor Rammer, Compaction Roller (10 - 15Ton), Pad foot roller ,				
7.	Jack Hammer				
8.	Percentage mark-up on items (with attached invoices) approved by the Employer or his representative for plant & equipment, (other than those set out in this list) used in the execution of work ordered by the Employer	%			

Subtotal

PORT ST JOHNS PLANT AND EQUIPMENT HIRING

Item	DESCRIPTION	QUAN TITY	Rate per hour (WET RATE)	Retainer %	TOTAL
1.	TLB	01			
2.	Excavator	01			
	6 m ³ Tipper Truck				
3.	High Pressure Jet Vacuum Truck	01			
4.	Honey Sucker				
5.	Lowbed 4 Axle Truck (Rate/Km)				
	8Ton Truck with 5 Ton Crane and removable personnel canopy				
6.	Compactor Rammer, Compaction Roller (10 - 15Ton), Pad foot roller ,				
7.	Jack Hammer				
	Percentage mark-up on items (with attached invoices) approved by the Employer or his representative for plant & equipment, (other than those set out in this list) used in the execution of work ordered by the Employer	%			

Subtotal

INGQUZA HILL PLANT AND EQUIPMENT HIRING

Item	DESCRIPTION	QUAN TITY	Rate per hour (WET RATE)	Retainer %	TOTAL
1.	TLB	01			
2.	Excavator	01			
	6 m³ Tipper Truck				
3.	High Pressure Jet Vacuum Truck	01			
4.	Honey Sucker	01			
5.	Flat bed/Low Bed (Rate/Km)	01			
	8Ton Truck with 5 Ton Crane and removable personnel canopy				
6.	Compactor Rammer, Compaction Roller (10 - 15Ton), Pad foot roller ,	01			
7.	Jack Hammer	01			
8.	Percentage mark-up on items (with attached invoices) approved by the Employer or his representative for materials, (other than those set out in this list) used in the execution of work ordered by the Employer	%			
Subtotal					
Overall Subtotal					
15% VAT					
Total Project Cost including VAT carried forward to form of offer					

Signature of the Tenderer:
