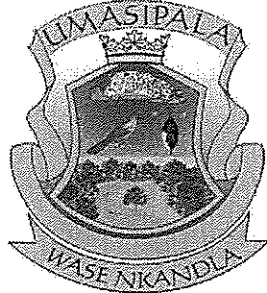


NKANDLA LOCAL MUNICIPALITY



TENDER NUMBER: NKA/TEC003/2022/23

PANEL FOR THE PROVISION OF PLANT HIRE FOR A PERIOD OF 36 MONTHS

ENQUIRIES: CONTRACT MANAGEMENT PRACTITIONER

ISSUED BY:

NKANDLA MUNICIPALITY

PRIVATE BAG X 161 NKANDLA 3855

TEL: 035 833 2080/40 FAX: 035 833 0920

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

TELEPHONE NO.: FAX NO.:

ADDRESS:

CONTACT PERSON:

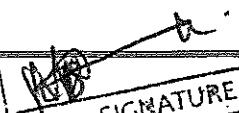
EMAIL ADDRESS:

TOTAL PRICE (INCLUDING VAT) R

TAX COMPLIANCE STATUS (TCS) PIN NO:

CSD REGISTRATION NUMBER:

TENDER CLOSES AT 12h00 WEDNESDAY 05 APRIL 2023

NKANDLA MUNICIPALITY
CHIEF
FINANCIAL OFFICER
2023-03-15

SIGNATURE

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

INDEX

DESCRIPTION	PAGE NUMBERS
Advertisement	3 - 4
Project Specification	5 - 11
Resolution taken by the Board of Directors of a Consortium or Joint Venture	12
Basis of Evaluation	13 - 14
Form of Offer	15 - 17
Acceptance	18
MBD2 – Tax Clearance Certificate	19 - 20
MBD4 – Declaration of Interest	21 - 23
MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	24 - 25
MBD9 – Certificate of Independent Bid Determination	26 - 28
Past Experience – COMPULSORY TO COMPLETE!	29
General Conditions of Contract	30 - 41

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

1. ADVERTISEMENT

PANEL FOR THE PROVISION OF THE PLANT HIRE

BID NO: NKA/TEC003/2022/23

Bids are invited from the experienced service providers for the provision of the plant hire (Grader, Roller, TLB, Tipper truck, Water Tank & Excavator) for the period of 36 months. Roadworthy certificate of the plant, operator's CV & operator's permit must be submitted with the bid, failure to provide you will be disqualified.

FOR ALL THE BIDS ABOVE

Detailed specifications for the above bids are contained in the tender document that will be available at Nkandla Municipality, Finance Department Main Building, Lot 292, Maree Road, Nkandla, upon presentation of a receipt proving prior payment of a non-refundable fee of **R 740.00** (inclusive of VAT), having been made at the Municipal Finance Department (Only Cash accepted), or deposited on the municipal bank account: FNB; Account No 62720610717, Branch 220930 (Use company name and bid number as reference), also available on the e-tender portal and the municipal website. **Tender documents will be available as from 08h00 on Monday the 13th of March 2023 until 13h00 on Friday the 17th of March 2023.**

Each tender shall be placed in a sealed envelope, endorsed with tender number and Project Name, and be deposited in the municipal tender box situated at the reception area of the Nkandla Municipality, Lot 292, Maree Road, Nkandla, 3855, not later than **Wednesday, 05 April 2023 before 12H00 (closing date)**, at which time the tenders will be opened in public. Tenders are to be submitted on the tender documentation provided by the municipality. Late, electronic, or faxed tenders will not be accepted.

SUPPORTING DOCUMENTS AND CONDITIONS FOR THE ABOVE BIDS;

- Proof of registration to the National Treasury central database
- Valid SARS Tax Compliance Status Pin Issue Certificate.
- Certified copy of B-BBEE Certificate.
- Certified Company registration documents & certified Directors IDs copies and company profile with previous work experiences includes references must be submitted with the tender document.
- The Nkandla Local Municipality Supply Chain Management Policy will apply.
- The council reserve the right to negotiate further conditions and requirements with the successful bidder and reserves the right not to appoint.
- Tender documents that are late, incomplete, unsigned, faxed or emailed will not be accepted or considered.
- The municipality will accept no responsibility for the late delivery of bids by courier services or any other forms of mailing.
- The Nkandla Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid. Tenders shall remain valid for 60-90 days from the closing date (**05 April 2023**)

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

All above bids will be evaluated and adjudicated according to the following criteria:

Nkandla Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The amended PPPFA regulation 2022 will be used.

First stage: Compliance

Second Stage: Functionality 100 points, (minimum threshold of 70 points) being 50 points for experience, 30 points for Capacity and 20 points for Locality. (Detailed evaluation criteria contained in the tender document).

All proposals failing to score the minimum score of 70% will be rejected.

BID ENQUIRIES

SCM	Ms. L.N Mtshali	Lmtshali@nkandla.org.za	035 833 2040
Plant hire	Mr. N.N Sikhakhane	nsikhakhane@nkandla.org.za	035 833 2038/ 072 579 6085

2. PROJECT SPECIFICATION

1.1 WORK INCLUDED IN THE SPECIFICATIONS

The work included in this specification consists of the delivery to site, use and removal from site of construction plant and equipment as listed in the schedule of rates.

1.2 COMPLIANCE WITH SPECIFICATION & STATUTORY REGULATIONS

All plant and equipment hired to the Employer must be in good condition (subject to inspection if required) and must comply in all respects with the requirements.

1.3 AUTHORISED ORDERS

Official Order Forms, which are numbered, will be issued whenever plant and/or equipment is hired by the Employer.

1.4 CONTACT PERSON'S TELEPHONE NUMBERS & ADDRESSES

The telephone numbers and addresses as described below are required:

1.4.1 The address of the Contractor's office to which payments under this Contract shall be made.

1.4.2 The physical address of the depot/Workshop where the Contractor's plant is stored when not in use. This is also the address which shall be used for the calculation of transport distances to and from the site.

1.4.3 The telephone number at which the Contractor may be contacted during normal business hours (Cell phone and landline number)

1.4.4 The telephone number at which the Contractor may be contacted after business hours (Cell phone number and landline number).

1.4.5 A specific person's name must be submitted by the successful Tenderer, through whom all correspondence will take place. This person must be appointed by the Company's Directors, and must be duly authorised in writing to fulfil these duties

1.5 SCHEDULE OF RATES

1.5.1 Pay Items

Because various items of Plant sometimes have unique requirements in terms of payment, a separate schedule for each type of plant has been given in the Schedule of Rates and each schedule should be carefully examined by the Tenderer prior to completion of the Schedule.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

1.5.2 Completeness of Tender document

It is important for evaluation purposes that every column in the schedule relating to the item of plant offered is completed. Failure to complete all the columns may result in that item of plant's exclusion from the official list.

1.6 HIRE PLANT

In this tender only single item plant hire is contemplated (see attached schedules)

Plant sought for on this tender is:

- 4 x 4 TLB
- Excavator
- Tipper Truck 10 cube
- Water tanker 16000L
- Motor grader 140 H
- Roller

1.7 CHARGES FOR PLANT ACCORDING TO THE DAILY RATE

Where the schedule provides for the hire of plant and/or equipment daily rate (Rand/day) the following shall apply.

1.7.1 Where the Schedule of Rates require a rate in terms of Rand/Day then the **working hours per day shall not exceed 10 (ten) hours for normal working days.**

1.7.2 Normal working hours are 07:00 to 17:00 from Monday to Friday inclusive.

1.7.3 8:00 to 13:00 on weekends and public holidays.

For TLB, Motor Grader, Tipper Truck, Roller, Water Tanker & Excavators, the working hours are aligned to the municipal working hours and therefore rates should include the inconveniences which may be experienced.

1.7.4 For any machine working in excess of the 10 (ten) hours per day, the additional work may be claimed on a proportional basis.

1.8 OVERTIME

Work carried out by plant hired outside of the hours as defined above in 1.7 shall be as per the Scheduled Overtime Rate.

1.9 MAINTENANCE, SERVICING & FUELLING

Whenever the plant is unable to work because of fuelling or routine maintenance and servicing, the plant shall be off hire for that duration and no payment shall be made.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

1.10 BREAKDOWNS

Whenever the plant is unable to work because of breakdowns, for whatever reason these breakdowns occur, the plant will be off hire and no payment will be made.

1.11 STANDING TIME

Whenever the plant stands due to reasons which are beyond the Contractor's control at the request of the Municipality, the Municipality shall either give notice in terms of the Contract (i.e. minimum 48 hours) for the Contractor to remove the plant or personnel hired under the Contract, failing which the Contractor shall be entitled to claim a Standing Rate for those days during which the plant was not productive. Typical examples of where the standing rate would apply are as follows:

- i) During period of rain or inclement weather in such case only 6 hours per day may be claimed.
- ii) During civil commotion or unrest when it is considered unsafe to operate plant on a project only 6 hours per day may be claimed.

1.12 TRANSPORT DISTANCES – SITE ESTABLISHMENT

Distances for transport of any Plant hired under this Tender shall be calculated from the physical address as described under item 1.4.2 of the Project Specifications, except where the plant is transported from Site to Site whilst on continuous hire from Contractor. The distance covered shall be deemed to be the total running distance travelled to site and/or between sites.

Removal of plant from site shall be made at no additional charge to the Employer (i.e. no payment shall be made for kilometres travelled in removing plant from the Site). The transport rate must include both establishment and de-establishment costs.

1.13 GENERAL REQUIREMENTS

1.13.1 Safety Requirements

ALL plant hired must have ALWAYS flashing orange lights. If these lights are not working or not available on any item of plant hired, this plant will immediately be removed from site.

All driving lights must be in always working conditions.

1.13.2 Completion of Schedule of Rates

The Schedule of Rates shall be completed in such a way, that for each item of Plant in the Bid document each column shall be completed. Failure to complete the schedule as required may invalidate the bid.

The above rates shall include (where applicable) for:

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

A) Plant

- ⤴ The cost of hiring the plant including the night shift work
- ⤴ Fuel
- ⤴ The cost of the operator
- ⤴ Accommodation of the operator
- ⤴ The cost of lubricants, where applicable
- ⤴ The servicing and maintenance of the plant
- ⤴ All insurance on the plant
- ⤴ All ground engaging tools (where applicable)
- ⤴ All overhead and administrative costs associated with the hire of the Plant
- ⤴ Contractor's profit

1.14 NOTIFICATION OF HIRE REQUIREMENTS

The procedure which will be followed during normal working hours, when plant is required to be hired will be as follows:

- i) The Contractor will be advised by the municipality procurement office via email/phone that a particular Plant is required, the date when it will be required, the name of the person who is in charge of the site, the period for which it will be required. The Contractor will be given the Official Order Number as soon as it is available.
- ii) Where a Contractor does not have the Plant available for the specific period required, he shall within 24 (twenty-four) hours confirm by email/facsimile transmission to the Municipality that the plant is not available and giving reason for the non-availability.
- iii) The Official Order number will be submitted to the Contractor within 7 (seven) days of the telephonic order.
- iv) No payment will be made for any plant other than that specified in the Official Order.
- v) Upon the failure of the Contractor to deliver the Plant that he stated would be available on the agreed date, the Employer may give written notice of cancellation that, unless the required item is delivered to site within 48 (forty eight) hours of the issue of such a notice, alternative arrangements shall be made by the Employer and all cost incurred, including the cost of the difference in the hire rates, shall be borne by the Contractor who so defaults.
- vi) A minimum of 48 (forty-eight) hours' notice shall be given to the Contractor by the Employer in writing for the termination of the hire of the Plant. Plant hired shall remain on the job continuously for the task for which it/they is/are engaged and shall not be withdrawn without the consent of the Official in Charge of the Site. Failure to comply with this requirement may result in the bidders Schedule of Rates being no longer acceptable to the Municipality.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

1.15 EMERGENCIES

Should there be an emergency plant requirement; the contractor is expected to deliver the plant on site within 3 hours of notification by the municipality procurement office.

Where a Contractor does not have the Plant available for the specific period required, he shall within 3(Three) hours confirm by email/facsimile transmission to the Municipality that the plant is not available and giving reason for the non-availability.

1.16 VERIFICATION OF HIRING TIMES

Once the plant is delivered to the Site, the Contractors' representative shall sign the Plant log Sheets at the end of each day and shall hand them to the Official in Charge of the site.

In the case where no official is on site, the contractor's representative must notify the Manager for other arrangements.

A signed copy of the Hire Log Sheets duly signed by the Official in Charge of the Site, will be handed to the Contractors representative at the end of each month.

1.17 INVOICE

Each invoice shall refer to the Official Order Number and shall have attached thereto copies of the Hire Log Sheet signed by the Contractor's representative and the Official in Charge of the Site.

1.18 OPERATION & USE OF HIRED PLANT

1.18.1 Operators

Where the operator is required to be provided with an item of plant, he shall be experienced in the use and operation of such plant. The Operations of Plant shall always comply with the requirements of the Factories, Machinery and Building Work Act.

1.18.2 Servicing of Plant Hired

The Contractor shall carry out any necessary servicing according to the maker's instructions at his cost.

1.18.3 Ground Engaging Tools (GET)

All plant so required is to be supplied with GET tools in good order.

Rates submitted are to include for replacement where necessary of the GET required as a result of the normal use of the Plant.

The cutting edges of motor graders must be maintained to a high standard and blades which are not straight and true along the cutting edge must be replaced.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

1.18.4 Security of Plant Outside of Normal Working Hours

The Contractor shall allow within the rates for parking, guarding and general security of the Plant after working hours. The time taken to travel to and from such secure area as the Contractor may choose shall not be for the Municipality's account.

1.18.5 Accommodation of Drivers / Operators

The Contractor shall be responsible for the accommodation and ablution facilities of his drivers/operators and their assistants.

1.19 CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all wear and tear and breakage's occurring during operation or transport of the Plant.

1.20 MACHINE PERFORMANCE

Machine performance must reasonably comply with the manufacturer's specifications. Additional governing of the motors beyond that required by the manufacturer, or any other means of reducing machines performance will not be permitted.

If the Municipality considers that any items of Plant does not reasonably comply with the manufacturers specifications the Municipality shall be entitled to call for an assessment from an accredited agent. If the plant so assessed is found to comply with the performance specification, the cost of the assessment shall be borne by the Municipality. If the opposite is true, the cost of the assessment shall be borne by the Contractor.

Plant assessed as not being able to comply with the manufacturer's specifications in terms of performance, due to age or other defect, shall be removed from the site and all costs for replacement of the item so removed shall be the Contractor's account including the cost of any difference in hire rate which may arise out of such replacement.

Bidders are warned that the Municipality will not accept any plant not conforming to the required specifications.

1.21 PLANT BREAKDOWNS

Any item of plant which is essential to the continued use of other plant (other plant meaning hired or Departmental) shall be deemed to be "Key Plant" and in the event of breakdown of any item of plant the following shall apply

- i) Any other plant belonging to the Contractor from whom the defective "Key Plant" has been hired and which cannot be effectively utilised because of the breakdown shall be considered to be off hire for the duration of the breakdown.
- ii) If the repair of any such key item of "Key Plant" shall take longer than 48 hours from the time of the breakdown to repair, then the Contractor shall replace the defective item of "Key Plant" within 48 hours of the Municipality giving him written notice to do

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

so, failing which the Municipality shall be entitled to make alternative arrangements, the cost of which shall be borne by the Contractor including the cost of the difference in hire rate.

- iii) Any item of hired plant other than "Key Plant" shall be repaired within 96 hours from the time of the breakdown failing which the Contractor shall replace the defective item of Plant within 48 hours of the Municipality giving his written notice to do so. Failing which the Municipality shall make alternative arrangements, the cost of which shall be borne by the Contractor including the cost of the difference in hire rate.

Key Plant shall be considered as all:

- 4 x 4 TLB
- Motor Grader
- Tipper Truck
- Excavator
- Roller
- Water Tank

1.22 CONTRACT PRICE ADJUSTMENT ON RATES

The rates will be adjusted annually by 10% from the date of appointment.

1.23 CONTRACT PERIOD

This contract is intended to run for 3 (THREE) years after awarding.

3. JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	<input type="checkbox"/> <input type="checkbox"/> YES NO
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE _____

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

GENERAL INFORMATION

- The service provider will be appointed for the period of 36 months and expected to provide the Plant as when it is required by the Municipality
- Service provider must provide the following Plant;
 - Grader
 - Roller
 - TLB
 - Tipper truck
 - Water tanks
 - Excavator
- All Plant must include the operator who has the permit to operate such plant.
- All cost to operate the plant must be included on the rates per day (incl. fuel & oil)
- All the Plant must be covered by an authorize insurance broker

4. BASIS OF EVALUATION

Tenders will be evaluated in terms of their responsiveness to the tender specifications, requirements and functionality.

First stage: - Compliance

Returnable Document

Compliance: Checking of the following,

- Registration with National treasury Central Database (summary report),
- SARS Pin Issue Certificate,
- CIPRO registered (Certified copy of business registration Certificate),
- Original or Certified Copy of BBBEE Certificate,
- Certified Copy of business entity owners
- Company profile with the contactable references
- Roadworthy Certificate for each plant
- Operators CV and their permits,
- Proof of the Insurance cover for each plant
- Previous appointment letter or Orders
- tender documents is full completed

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

Second Stage: Functionality 100 points, (minimum threshold of 70 points) being 50 points for experience, 30 points for Capacity and 20 points for Locality.

EXPERIENCE = 50 POINTS	Proof	Score	Scored
Description			
Experience: six or more orders/awards/ appointments for the provision of plant hire from Municipalities in the last five years	Appointments/awards letters orders Proof of experience must be submitted showing a list of previous clients, period for which the service was rendered, and the contact person details.	30	
4 - 5 orders/awards/ appointments for the provision of plant hire from Municipalities in last five years.	Appointments/Awards letters or orders	15	
1 – 3 orders/awards/ appointments for the provision of plant hire from Municipalities in last five years	Appointments/Awards letters or orders	05	
0 -orders/awards/ appointments for the provision of plant hire from Municipalities in last five years	Appointment/Award letters or order	0	
Proof of service efficiency: confirmation (as per experience paragraph above), by another client, for efficient similar service rendered for 3 unbroken year period. Such confirmation must be STAMPED with the official stamp of the (municipality) client.	Testimonial letter/confirmation letter	20	
Capacity = 30 points			
Proof of ownership of the required plant (no lease agreement of the plant will be accepted as proof of ownership)	18		
Proof for all required plant	logbooks	18	
Proof for less than six items of plant	logbooks	15	
Proof for less than four items of plant	logbooks	10	
Proof for 2 items of plant	logbooks	05	
Proof of the Insurance cover for each plant (1 point for each insurance certificate attached)	Insurance Cover	06	
Plant road worthy certificate (1 point for each)	Road worthy certificate	06	
LOCALITY = 20 points			
Within Nkandla boundaries	Proof of address, municipal bill	20	
Within King Cetshwayo District	Proof of address, municipal bill	15	
KZN	Proof of address, municipal bill	10	
Other	Proof of address, municipal bill	05	
TOTAL		100	

All proposals failing to score the minimum score of 70% will be rejected.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

5. FORM OF OFFER

Bidder may attach the detailed pricing schedule

SCHEDULE OF RATES

Item	Description - TLB	Unit	Quantity	Rate (R)
	Rates must exclude Value Added Tax (VAT)			
	Manufacturer:	No	1	N/A
	Model:			
	Year:			
	Engine Rating (kw):			
	Rate	hr	Rate only	
	Overtime rate (as per 1.7)	hr	Rate only	
	Transport: Rate per kilometer	km	Rate only	

Item	Description - Motor Grader	Unit	Quantity	Rate (R)
	Rates must exclude Value Added Tax (VAT)			
	Manufacturer:	No	1	N/A
	Model:			
	Year:			
	Engine Rating (kw):			
	Rate	hr	Rate only	
	Overtime rate (as per 1.7)	hr	Rate only	
	Transport: Rate per kilometer	km	Rate only	

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

Item	Description - Tipper Truck	Unit	Quantity	Rate (R)
	Rates must exclude Value Added Tax (VAT)			
	Manufacturer:	No	1	N/A
	Model:			
	Year:			
	Engine Rating (kw):			
	Rate	hr	Rate only	
	Overtime rate (as per 1.7 above)	hr	Rate only	
	Transport: Rate per kilometer	km	Rate only	

Item	Description - Excavator	Unit	Quantity	Rate (R)
	Rates must exclude Value Added Tax (VAT)			
	Manufacturer:	No	1	N/A
	Model:			
	Year:			
	Engine Rating (kw):			
	Rate	hr	Rate only	
	Overtime rate (as per 1.7 above)	hr	Rate only	
	Transport: Rate per kilometer	km	Rate only	

Item	Description - Roller	Unit	Quantity	Rate (R)
	Rates must exclude Value Added Tax (VAT)			
	Manufacturer:	No	1	N/A
	Model:			
	Year:			
	Engine Rating (kw):			
	Rate	hr	Rate only	

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

	Overtime rate (as per 1.7 above)	hr	Rate only	
	Transport: Rate per kilometer	km	Rate only	

Item	Description - Water Tanker	Unit	Quantity	Rate (R)
	Rates must exclude Value Added Tax (VAT)			
	Manufacturer:	No	1	N/A
	Model:			
	Year:			
	Engine Rating (kw):			
	Rate	hr	Rate only	
	Overtime rate (Sat, Sun & Public Holidays)	hr	Rate only	
	Transport: Rate per kilometer	km	Rate only	

FAILURE OF THE PROPOSER TO SIGN AND COMPLETE THIS FORM IN FULL WILL INVALIDATE THE PROPOSAL

THE CONDITIONS OF PROPOSAL I/WE READ AND ACCEPT

Signature: (of person authorised to sign the proposal)

Name (of signatory in capitals): _____

Name of proposer (organisation): _____

Address: _____

Contact: _____

Fax Number: _____

Email address: _____

Witness signature: _____

Witness Name (in capitals): _____

Date: _____

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

6. ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the proposers 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 proposer's offer shall form an agreement between the employer and the proposer upon the terms and conditions contained in the agreement in the contract that is the subject of this agreement.

Signature: _____

Name (in capitals): Miss N.P Dlamini

Capacity: MUNICIPAL MANAGER

Name of Employer: NKANDLA MUNICIPALITY (KZN 286)

Address: PRIVATE BAG X161, NKANDLA, 3865

Witness signature: _____

Name (in capitals): _____

Date: _____

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

MBD 2

TAX PIN

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

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

Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act and MUST submit a certificate issued by a registered Auditor or accredited verification agency, except for the following categories:

- Tourism R2.5 million or less
 - Construction R1.5 million or less

If the Certificate is not attached to this tender document, no points shall be awarded for B-BBEE status.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their BBBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract; 4. PPPFA Regulations 2011.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

MBD 4

DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his / her representative:

3.2 Identity number: _____

3.3 Position occupied in the Company (director, trustee, 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 (where applicable) 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.

.....

.....

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

3.9.1 If so, furnish particulars.

.....

.....

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

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

3.10.1 If so, state particulars.

.....
.....

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

3.11.1 If so, state particulars.

.....
.....

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

3.12.1 If so, state particulars.

.....
.....

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

3.13.1 If so, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, **YES / NO** principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether they are bidding for this contract?

3.14.1 If so, furnish.

.....
.....

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

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

MBD 8

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. wilfully 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 as a company or person 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 National Treasury 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:		

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

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"/>
4.5.1	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

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

² **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

NKA/TEC003/2022/23 – PANEL FOR THE PROVISION OF PLANT HIRE

in response to the invitation for the bid made by:

NKANDLA MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

however communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ 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.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

COMPULSORY TO COMPLETE!

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar works/services, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

NAME OF THE EMPLOYER	DURATION AND COMPLETION DATE OF WORKS / SERVICES	EMPLOYER CONTACT PERSON NAME	EMPLOYER CONTACT PERSON NUMBER

SIGNATURE OF TENDERER

DATE

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

NKANDLA MUNICIPALITY PROCUREMENT GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-Dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendment of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and

not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

- 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
2. Application:
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.
3. General:
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
4. Standards:
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection:
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights:
- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
7. Performance security:
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing:
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents:
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
11. Insurance:
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation:
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services:
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

- 14.1 As specified, the supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts:

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties:
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default:
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract ; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar
- 23.3 to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.4 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.5 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.6 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.7 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered

or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes:

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
28. **Limitation of liability:**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. **Governing language:**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 29.2
30. **Applicable law:**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. **Notices:**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. **Taxes and duties:**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

33. Transfer of contracts:

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts:

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Nkandla Municipality's Supply Chain Management Policy.

Tender Number: NKA/TEC003/2022/23

Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc.:

Physical Business address of the Bidder	Municipal Account Number(s)

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23

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

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

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

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

_____ Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2023

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

PROVISION OF THE PLANT HIRE: NKA/TEC003/2022/23
