BID NO: B03/2026-27

PANEL FOR THE HIRING PLANT AND EQUIPMENT FOR THE ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS

Together in Prosperity

ENDUMENI

CLOSING DATE: 12 OCTOBER 2026

NAME OF BIDDER: …….

PHYSICAL ADDRESS: ……

……

……

TELEPHONE NO: …….

E-MAIL ADDRESS: …….

ENDUMENI

BID NOTICE / INVITATION TO BID

Bid Number: B03/2026-27:

PANEL FOR THE HIRING PLANT AND EQUIPMENT FOR THE ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS

Bids are hereby invited for **"Panel for the Hiring Plant and Equipment for the Endumeni Local Municipality for A period of 36 months"**, subject to Council's Supply Chain Management Policy.

Bidders should submit the returnable documents as per the requirements of this bid. **Bids may only be submitted on the bid documentation provided by Endumeni Municipality; and be completed in handwriting in black ink.**

Bid documents will be available from the office of the Supply Chain Management Office, Room 12, 64 Victoria Street, Dundee, 3000 during office hours between 07h30 to 15h30 as from **10 September 2026.**

Tender documents can be downloaded free of charge from the municipal website at www.endumeni.gov.za and National Treasury e-Tender Portal at www.etenders.gov.za .

A non-refundable document fee of R 500.00 payable in cash or by bank guaranteed cheque made out in favour of the Endumeni Municipality is required on collection of the Bid documents.

Technical enquiries: Mr S Radebe **Telephone No. 034 212 2121**

All bidders must sign the delivery register situated by reception or with security

Bids will be adjudicated in terms of returnable documents and functionality only. The Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations will be applicable once the panel is established. The bids will remain valid for 90 days. The Council reserves the right to some or none of the bids submitted, either wholly or in part.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **"Bid Number: B03/2026-27- Panel for the Hiring of Plant and Equipment for Endumeni Municipality for a period 36 months"** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Endumeni Municipality - Civic Centre, 64 Victoria Street, Dundee by no later than **14:00 on 12 October 2026** where bids will be opened in public.

Notice No: 97/2026

Mr. MF Hadebe
Municipal Manager
Endumeni Municipality
64Victoria Street
Private Bag X 2024
Dundee, 3000

Date: _____

CONDITIONS OF BID

1.1 The Employer

The Employer is:
Name: **Endumeni Local Municipality**
Contact Person: **Mr. S Radebe**
Address: **64 Victoria Street, Dundee**
Tel.: **034 212 2121**

1.2 Eligibility

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

a) The supplier submitting the bid is under restriction or has principals who are under restrictions to participate in the Employer's procurement due to corrupt or fraudulent practices;

b) The supplier does not have the capacity to enter into the contract;

c) The supplier submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;

d) The supplier does not comply with the legal requirements stated in the Employer's procurement policy;

e) The supplier cannot demonstrate that he/she possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;

f) The supplier cannot provide proof that he/she is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

1.3 Delivery of the Bid

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

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

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

Identification details: **TENDER FOR BID No:**

1.4 Closing Time

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

1.5 Opening of the Bids

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

1.6 Conditions of Tender Acceptance

Bid will only be accepted on condition that:

(a) The Bid is signed by a person authorised to sign on behalf of the supplier;

(b) A valid original Tax Compliance Status PIN is submitted.

(c) The supplier or any of its principals is not listed on the register of supplier's Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

(e) The supplier has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to the effect.

(f) The Bidder has indicated and declared where or not a spouse, child parent of the supplier is the service of the State.

(g) The Employer is satisfied that the supplier or any of his principals have not influenced the Bid and acceptance by the following criteria:

(i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or executive of this Contract.

(ii) having acted in a fraudulent or corrupt manner in obtaining or executing this Contract.

(iii) having approached an officer or employee of the Employer or the Employers Agent with the object of influencing the award of a Contract in the Bidder's favour;

(iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from bidding for this Contract or as to the amount of the bid to be submitted by either party;

(v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed bid;

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

2 GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

2.1 DEFINITIONS

2.1.1 The term "Employer" shall mean the Head of Technical Services: Endumeni Local Municipality and shall include his duly authorised representatives and his successors.

2.1.2 The term "Employer's Representatives" shall mean any person appointed by the Employer under whose direction the plant and equipment hired under this Contract shall work.

2.1.3 The term "Works" shall mean the work to be executed by the plant and equipment to be hired under this Contract.

2.1.4 The term "Site" shall mean the lands and other places on, under, in or through which the Works are to be executed or carried out.

2.1.5 The term "Contract Document" shall mean the entire contents of this Document and the forms on which the Bidder offers plant and vehicles for hire.

2.1.6 Words importing the singular only, also include the plural and vice versa where the context requires.

2.1.7 Term "day" shall mean a calendar day and will consist of 8 hours.

2.1.8 The term "week" shall mean five calendar days, Monday to Friday inclusive.

2.1.9 The term "operator" shall mean an appropriately qualified and properly trained operator or driver.

2.1.10 The term "plant and vehicles" shall mean all the items detailed in Clause 2.2. which is contained in this document.

2.2 PLANT AND VEHICLES

The items of plant, vehicles and equipment required for hire are listed below

1. **10 -12 Ton Crawler Excavators**
2. **Pad Foot Rollers**
3. **TLB 4x4**
4. **10 m^3 Tipper trucks**
5. **Graders 140 G**
6. **Water Tank 10-18 000L**
7. **Dozers Normal D7**
8. **Compactor Waste Removal Trucks 10 m^3**
9. **Low Bed Trucks**
10. **Bobcat**
11. **Work Compactor**
12. **Honey Sucker 10 000L**
13. **10 Ton Normal Truck**

NB: To be supplied with operator or driver

2.3 CONDITION OF PLANT AND EQUIPMENT

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

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

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

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

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

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

2.4 PROOF OF OWNERSHIP AND LICENSING

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

- The items must be registered in the firm's name or in a shareholder's name (provided the shareholder is a natural person);
- The items must be registered and licensed by the Motor Licensing Bureau in accordance with the Road Traffic Act;

- The license must be valid at the time of submission of the tender;
- The item must have a current Certificate of Fitness (where necessary).

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

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

2.5 VERIFICATION OF ITEMS OFFERED FOR HIRE

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

2.6 OFFER OF NEW PLANT SUBSEQUENT TO BID CLOSE

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

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

2.7 REPAIRS

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

2.8 COMPETENCY OF OPERATORS

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

2.9 SPEEDING FINES

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

2.10 PROVISION OF FUEL

2.10.1 Category A Items

All items offered will be supplied with fuel by the supplier.

2.11 PROVISION OF LUBRICANTS

2.11.1 Lubricants are to be supplied by the supplier

2.12 WORK AND SUPERVISION

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

2.13 OFFICIAL ORDER

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

2.14 PERIOD OF HIRE

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

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2.15 TERMINATION OF HIRE

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

2.16 MAINTENANCE

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

2.17 DAMAGE

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

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

2.18 INSURANCE

a) Public Liability Insurance

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

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

2.19 OUTPUT AND BREAKDOWNS

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

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

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

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

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

2.20 MISCONDUCT OF CONTRACTOR'S PERSONNEL

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

2.21 CAMPS

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

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

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

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

2.22 COMPLIANCE WITH ROAD TRAFFIC ACT

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

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

2.23 COMPLIANCE WITH ROAD TRAFFIC ACT

If any dispute or difference of any kind whatsoever shall arise between the Employer's Representative and the Contractor, arising out of the Contract, it shall be referred to and settled by the Employer's Representative who shall state his decision in writing and give notice of the same to the Employer and the Contractor. If the Employer's Representative shall fail to give such decision for a period of one calendar month after being requested to do so in writing or if either the Employer or the Contractor be dissatisfied with any such decision of the Employer's Representative then and in any such case either the Employer or the Contractor may within one calendar month after receiving such notice or decision in writing require that the matter in dispute be referred to a mediator by the parties, without legal representation, at a place and time determined by the mediator. The mediator shall, by agreement between the parties, be chosen from

a panel of mediators nominated from time to time by the President of the South African Institution of Civil Engineers, in consultation with the President of the South African Federation of Civil Engineering Contractors. The opinion of the mediator shall be final and binding on the Employer and the Contractor and shall not be subject to appeal.

2.24 ASSIGNMENT OR CHANGE OF OWNERSHIP

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

2.25 ALLOCATION OF WORK

- The panel will be divided into 13 groups, based on the respective types of plant, machinery and equipment required.
- A Request for Quotation (RFQ) will be issued to suppliers within the group corresponding to the specific plant, machinery or equipment required on a rotational basis. Moreover, suppliers will be expected to quote for hourly rate for use of plant or machinery. The CSD MAAA number will be used to allocate the panel.
- The specific goals applicable to the Request for Quotation (RFQ) will be indicated based on the nature of the requirement and the Municipality's objectives at the time.
- Suppliers will be given seven (7) days to submit their quotations in response to an RFQ.
- The municipality may require suppliers within the panel to provide compliance documents deemed necessary based on the nature of the requirement and the Municipality's objectives at the time.
- Appointment will be made upon confirmation of compliance with all applicable legislation. For example, the (80/20 preference point system)

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

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

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

2.26 HIRE OF TWO OR MORE ITEMS FOR THE SAME PROJECT

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

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

2.27 TRANSPORTATION

2.27.1 Items Driven to Site

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

2.27.2 Items Transported to Site

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

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

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

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

2.27.3 Transportation of Items between Sites During the Hire Period

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

2.28 REMOVAL OF CONTRACTORS

Contractors not conforming with the Contract requirements e.g. Tax Compliance may be removed from the Contract.

3 SPECIFICATIONS OF ITEMS TO BE HIRED

PREFACE TO PROJECT SPECIFICATION:

Introduction and Background

Endumeni Local Municipality is looking to hire a panel of service providers who can provide the following plant and equipment to the relevant Zones/Towns of the municipality:

1. **10 Ton Crawler Excavators**
2. **Pad Foot Rollers**
3. **TLB 4x4**
4. **10 m^3 Tipper trucks**
5. **Graders 140 G**
6. **Water Tank 10-18 000L**
7. **Dozers Normal D7**
8. **Compactor Waste Removal Trucks 10 m^3**
9. **Low Bed Trucks**
10. **Bobcat**
11. **Work Compactor**
12. **Honey Sucker 10 000L**
13. **10 Ton Normal Truck**

Purpose

The purpose for advertising this tender is to have a panel of Service providers that can provide the above-mentioned plant and equipment, as and when the municipality need these equipment, vehicles and machinery. This is to narrow the shortage gap that the municipality is facing in terms of not having all the necessary plant and equipment to meet its service delivery mandate to the community.

Important aspects of the tender

1. Physical verification

   Physical verification of the plant and equipment may be conducted during and after the evaluation process. The plant and equipment will be verified by checking the ownership of the plant & equipment against the owners/directors of the company, and against the name of the business. This means that if the plant & equipment is registered under the company's name or its directors it will be deemed as owned plant and equipment. (**NB:** Certified Ownership certificates to be attached/ certificate of registration, to be attached)

2. Breakdowns **(48 hour rule)**

    - Plant and Equipment breakdowns must be reported immediately to the Endumeni Local Municipality official on site
    - All breakdowns of plant & equipment must be sorted out within 48 hours when and if the plant & equipment has an order and is on site.

3. Working hours

    - Normal working hours should be between 8am - 4pm (8 hours a day)
    - Should more hours be worked beyond 4pm, they should not exceed the order amount.

4. Work completion sheet

    - On each day a work completion sheet must be completed and signed.
    - The driver or operators of the plant and equipment must make sure that they

5. Location

Successful service providers will be allocated across the whole area of Endumeni Local Municipality.

The plant and equipment will be required to work at various places within the allocated zones. The plant and equipment may be required to work at the municipality:

- Landfill sites
- Quarries
- Roads (Gravelling purposes)
- Roads (Construction purposes)
- Anyplace the municipality may require within the designated Zones.

Driver and Operators

- Bidders must provide their own drivers and operators, the municipality will not provide drivers or operators.
- Bidders must attach a Certified I.D Copy, Certified Driver's license, certified operator's license and PDP (if required) for all their drivers and/or operators, relevant to the Plant and Equipment tendered for. This will also form part of the evaluation process.
- All drivers and operators must have a minimum of two years' experience.

Fuel and Maintenance

- It will be the duty of the bidder to ensure that their plant and equipment is fuelled up prior to work.
- Maintenance of the plant and equipment will also be the responsibility of the bidder. The municipality will not be held liable for breakdowns and negligent injuries on duty by the bidder's personnel.
- Should fuel run out or a breakdown occur, the 48 hour rule will apply.

Condition of vehicles, equipment and plant

- All plant and equipment must be subjected to a road worthiness inspection before the bid is awarded. The bidder must provide a list of vehicle registration numbers or serial numbers if applicable of all plant and equipment applicable to the bid. All plant and equipment will be subjected to an annual road worthy inspection by the Municipality.

- The bidder must attach a registration certificate and road worthy certificate issued in terms of the National Road Traffic Act of 1996
- All vehicles, equipment and plant must have a workable hour meter.

Attachments

- Bidders are encouraged to attach their documents in a tidy and neat manner, so that documents are not lost.
- Binding of attachment documents with the tender document is encouraged.

4 RETURNABLE

1. Company Registration Document (CIPC) (The attached must match with the directors listed on the CSD report)

2. Valid Tax Compliance Certificate with Pin

3. ID Copies of Director's and Members of the Company

4. Fully Completed: MBD 1, MBD 1- PART B, MBD 4 (Bidders must fully disclose on MBD 4, partial disclosures will also lead to disqualification), MBD 8 AND MBD 9

5. Company/Director's Statement of Municipal Rates not older than 3 Months OR Company/Director's Lease Agreement OR Proof of Residence that corresponds with the preferred address on CSD. If the Company/Director resides/operates from rural area. The attached must correspond with the preferred address on the CSD. If the attached does not correspond with preferred address on CSD, bidders may be DISQUALIFIED. Proof that payment for municipal services is up to date not more than 90 days must be attached.

6. Proof of Registration on Central Supplier Database (MAAA number)

7. Proof of Public Insurance

NB: FAILURE TO SUBMIT THE ABOVE DOCUMENTS WILL RESULTS IN DISQUALIFICATION

B : RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer :		
No.	**Date**	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer .....

C : CERTIFICATE OF AUTHORITY

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

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

A. Certificate for Company

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

As witnesses :

1. ..... Chairman : .....
2. ..... Date : .....

B. Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company .... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

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

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

D. Certificate for Sole Proprietor

I, ...……..hereby confirm that I am the sole owner of the business trading as .....…….

As witnesses :

1. ---------- Signature : Sole owner : ----------
2. ---------- Date : ----------

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

F. ***PREVIOUS EXPERIENCE***

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

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

G: TAX COMPLIANCE AND CERTIFICATE OF GOOD STANDING

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

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

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

H: BIDDER'S FINANCIAL STANDING

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

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

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

Name of account holder:……

Name of Bank:……Branch ……..……..

Account number:……Type of account:…….

Telephone number:……facsimile Number……..

Name of contact person (at bank)……..

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

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

SIGNATURE:……DATE:…… (of person authorised to sign on behalf of the Bidder)

I: CONDITION OF THE BID

1. I/We hereby bid to supply all or any of the suppliers and/or to render all or any of the services described in the attached documents to the Endumeni Municipality (herein referred to as Municipality) on the terms and conditions and be in accordance with the specifications stipulated in the Bid documents (and which shall taken as part for delivery and/or execution inserted therein.

2. I/We agree that:

   a. The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicate and calculated from the closing time of bid:

   b. I/we withdraw my Bid within the period for which I/we have agreed that the Bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the municipality may, without prejudice to its other rights, agree to the withdrawal of my Bid or cancel the contract that may have been entered into between me and the Municipality. I /we than pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favourable Bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh Bids and by the subsequent acceptance of any less favourable Bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other Bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for due fulfilment of this or any other Bid or contract and pending the ascertainment of the amount of such addition expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of default:

   c. If my Bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;

   d. The law of the Republic of South Africa shall govern the contract created by the acceptance of my Bid and I choose d*omicilim citandi at executandi* in the Republic at (full physical address):

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respect be institute against me and I/we hereby undertake to satisfy full any sentence or judgment which may be pronounces against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any person related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATE OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

(1) The supplier will furnish documentary proof regarding any bid issue to the satisfactory of the Province, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:

(a) Recover from the contractor all costs, losses or damages incurred or sustainable by the Municipality as a result of the award of the contract, and/or

(b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS……DAY OF……20……

AT…….

……..

SIGNATURE OF SUPPLIER OR NAME IN BLOCK LETTERS OF THE DULY AUTHORISED REPRESENTATIVE

ON BEHALF OF (SUPPLIER'S NAME)…….

CAPACITY OF SIGNATORY……..

……..

NAME OF CONTACT PERSON (BLOCK LETTERS)

POSTAL ADDRESS……..

……

TELEPHONE NUMBER:……

FAX NUMBER:……

CELL NUMBER:……..

EMAIL ADDRESS:……..

FUNCTIONALITY CRITERIA

Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of the Bidder **(**Name of traceable reference with contact details to be included for verification)	Three relevant completed/current contract for the supply/hiring of plant and equipment.	**30**	Attach appointment letter / Order & completion certificate. **No score will be allocated if the appointment letter/order is not accompanied by a completion letter.**
	Two relevant completed/current contract for the supply/hiring of plant and equipment	20	Attach appointment letter / Order & completion certificate**. No score will be allocated if the appointment letter/order is not accompanied by a completion letter.**
	One relevant completed/current contract for the supply/hiring of plant and equipment	10	Attach appointment letter / Order & completion certificate**. No score will be allocated if the appointment letter/order is not accompanied by a completion letter.**
	No completed/current contract for the supply/hiring of plant and equipment	0	
Drivers / Operators	Valid driver's licences for drivers of applicable vehicles (specify quantity)	10	CV & Certified Copy of ID and valid drivers licence to be attached. (Not older than 3 months from date of certification)
	Valid operator competency certificates/certificates of competence for applicable plant and machinery	10	CV, operator competency certificate and ID copy to be attached. (Not older than 3 months from date of certification)
Roadworthy Certificates and Statutory Compliance	Valid roadworthy certificates for applicable vehicles	10	The bidder must submit valid documentation for the vehicles and equipment proposed for use in the contract
	Valid vehicle licence/registration and other applicable statutory documentation	10	The bidder must submit valid documentation for the vehicles and equipment proposed for use in the contract

Plant and equipment availability		
Note: Full points will be allocated for plant and equipment owned by the Tenderer, and which will be available for the project should the Tenderer be successful. If the contractor does not own some or any of the plant listed below and chooses to hire some or all of the required plant, then the points indicated below will be awarded as per below table of the stated points for any of the relevant items of plant or equipment hired. **Tenderer is required to attach proof of Plant owned or Hired**		
Own Plant (proof must be attached; logbooks)		
10–12 Ton Crawler Excavator	3	
Pad Foot Roller	3	
TLB 4x4	3	
10 m³ Tipper Truck	2	
Grader 140G or equivalent	2	
Water Tanker ≥10,000 litres	2	
Dozer D7 or equivalent	3	
1 x water truck (18000l or larger)	2	
Low-Bed Truck	2	
Bobcat	2	
Work Compator	2	
Honey Sucker 10 000L	2	
10-ton Normal Truck	2	
Lease or hire plant (Proof must be attached; lease agreement)		
10–12 Ton Crawler Excavator	**2**	
Pad Foot Roller	**1**	
TLB 4x4	**1**	
10 m³ Tipper Truck	**1**	
Grader 140G or equivalent	**1**	
Water Tanker ≥10,000 litres	**1**	
Dozer D7 or equivalen	**1**	
1 x water truck (18000l or larger)	**1**	
Low-Bed Truck	**2**	
Bobcat	**1**	
Work Compator	**1**	
Honey Sucker 10 000L	**1**	
10-ton Normal Truck	**1**	
TOTAL EVALUATION POINTS SCORE FOR QUALITY	**100**	

- **Bidder must score minimum of 70 points of the total points to qualify.**

SCHEDULE OF PLANT AND EQUIPMENT OFFERED

This form must be completed IN ADDITION to Bid Forms

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

The purpose of this schedule is:

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

Self-Propelled Plant and Vehicles

Registration No.	Owner	Category

ENDUMENI MUNICIPALITY

INVITATION TO BID **MBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY**)**					
BID NUMBER:	**B03/2026-27**	CLOSING DATE:	**12 October 2026**	CLOSING TIME:	14H00
DESCRIPTION	**HIRING OF PLANT AND EQUIPMENT WITH THEIR OPERATORS FOR THE PERIOD OF 36 MONTHS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

ENDUMENI MUNICIPALITY
CIVIC CENTRE
64 VICTORIA STREET
DUNDEE
3000

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:		**OR**	CSD No:	
CSD REPORT FOR SPECIFIC GOALS ATTACHED? [TICK APPLICABLE BOX]	☐ Yes ☐ No				

(THE DETAILED CSD MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS)			
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐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 UNIT	CONTACT PERSON	MR S RADEBE
CONTACT PERSON	Mr B Molefe	TELEPHONE NUMBER	034 212 2121
TELEPHONE NUMBER	034 - 4920542	FACSIMILE NUMBER	034 212 2121
FACSIMILE NUMBER	034 2122192	E-MAIL ADDRESS	radebes@endumeni.gov.za
E-MAIL ADDRESS	molefeb@endumeni.gov.za		

ENDUMENI MUNICIPALITY

MBD 1

INVITATION TO BID
PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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 S THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	☐ YES	☐ NO
3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA)	☐ YES	☐ NO
3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ 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: ……..

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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 positioning 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, hareholder[2]):……..

3.4 Company Registration Number: …….

3.5Tax Reference Number:……

3.6VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders members, their individual identity number sand state employee numbers must be indicated in paragraph 4 below.

3.8Are you or any Directors/trustees/shareholders/ members 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.

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

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

……

3.10Do 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**

3.10.1If yes, furnish particulars.

……
……

3.11Are 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**

3.11.1If yes, furnish particulars

……
……

3.12Are 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**

3.13.1Ifyes, 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:

……..
……..

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

5 I DULY CONFIRM THAT THE ABOVE INFORMATION IS CORRECT UNTIL OTHERWISE ADVISED IN WRITING AND THE COMPANY UNDERTAKES TO IMMEDIATELY, IN WRITING ON SAME DAY OF APPOINTMENT, ADVISE THE ENDUMENI MUNICIPALITY IMMEDIATELY IF ANY OF ITS DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS ASSUMES APPOINTMENT AS AN EMPLOYEE IN NATIONAL, PROVINCIAL AND/OR LOCAL GOVERNMENT AND THE COMPANY WILL DEREGISTER FROM THE ENDUMENI MUNICIPALITY SUPPLIER DATABASE AND CEASE FORTHWITH FROM DOING BUSINESS WITH THE ENDUMENI MUNICIPALITY AND THE COMPANY SHALL BE SUBJECT TO A PENALTY OF FORFEITING ALL PAYMENTS FOR SERVICES RENDERED OR PRODUCTS DELIVERED OR INSTALLED IF IT FAILS TO IMMEDIATELY DISCLOSE IN WRITING THE EMPLOYMENT OF ANY OF ITS DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS IN NATIONAL, PROVINCIAL AND/OR LOCAL GOVERNMENT.

…….. ……..

Signature **Date**

…….

……..

Capacity **Name of Bidder**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

a) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"**

means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

NB: Bids will be adjudicated in terms of returnable documents and functionality only. The Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations will be applicable once the panel is established

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: …….
DATE: ……
ADDRESS: ……
……
……
……

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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……..
Signature **Date**

…… ……..
Position **Name of Bidder**

MBD 9

Certificate of Independent Bid Determination

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    a) prices;
    b) geographical area where product or service will be rendered (market allocation)
    c) methods, factors or formulas used to calculate prices;
    d) the intention or decision to submit or not to submit, a bid;
    e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

……	……
Signature	Date
……..	……
Position	Name of Bidder