



**NEWCASTLE MUNICIPALITY**

**COMMUNITY SERVICES – PARKS & RECREATIONS**

**BID NO.: A009 – 2021/22**

**A PANEL OF SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS  
HORTICULTURAL EQUIPMENT AND SPARES**

**SUBMISSION OF BID DOCUMENT DEADLINE**

Date: **Wednesday 15 December 2021**

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)  
Tower Block Building, 37 Murchison Street, 1<sup>st</sup> Floor  
Newcastle, 2940

<b>Name of Bidder</b>	
<b>CSD Master Registration Number</b>	<b>MAAA</b>
<b>Physical Address</b>	
<b>Contact Person(s)</b>	
<b>Phone Number(s)</b>	
<b>E-Mail Address</b>	

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates hall), 37 Murchison Street, Newcastle by no later than **12h00 on 15 December 2021** where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

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## **PART A–ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

### 1. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:**

No.	Description	Yes/No			
1	<b>Form of Offer and Acceptance</b> Is the form duly completed and signed?	Yes		No	
2	<b>Authority to Sign a Bid</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
3	<b>MBD 1 – Invitation to Bid</b> Is the form duly completed and signed?	Yes		No	
4	<b>MBD 3.1 - Pricing Schedule – Firm Prices (Purchases)</b> Is the form duly completed and signed?	Yes		No	
5	<b>MBD 3.2 - Pricing Schedule – Non-Firm Prices (Purchases)</b> Is the form duly completed and signed?	Yes		No	
6	<b>MBD 4 Declaration of Interest</b> Is the form duly completed and signed?	Yes		No	
7	<b>MBD 6.1 Preference Points Claim Form</b> Is the form duly completed and signed?	Yes		No	
8	<b>Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate or affidavit attached?</b>	Yes		No	
9	<b>MBD 8 Declaration of Past Supply Chain Practices</b> Is the form duly completed and signed?	Yes		No	
10	<b>MBD 9 Certificate of Independent Bid Determination</b> Is the form duly completed and signed?	Yes		No	
11	<b>Certificate of Payment of Municipal Accounts</b> Is a certified copy of the latest (i.e. not older than three months) Municipal Account Statement attached?	Yes		No	
12	<b>Experience of Bidder</b> Is the form duly completed with relevant experience detailed and signed?	Yes		No	
13	<b>Pricing schedule</b> Is the form duly completed and signed?	Yes		No	
14	<b>Central Supplier Database</b> Is proof of registration attached?	Yes		No	

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**2. BID NOTICE & INVITATION TO BID**



**BID NO: A009 – 2021/22**

**A PANEL OF SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**

The Newcastle Municipality seeks service providers for the supply, delivery and off-loading of Various Grass, Tree Cutting and Horticultural Equipment and Spares.

Bid documents will be available from the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Room B218, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 as **from 15 November 2021**. **Alternatively the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)).**

**A non-refundable document fee of R 300.00** payable in cash or by bank guaranteed cheque made out in favour of the Newcastle Municipality is required on collection of the Bid documents.

**Banking Details** - The Newcastle Municipality, Nedbank - Account No: 11 62 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference)

**Procurement enquiries:** Mrs D Marais

**Telephone no.:** 034 328 7769

**Technical enquiries:** Ms N. Mavuso

**Telephone no.:** 034 328 7703

Multiple service providers would be appointed to a panel agreement, therefore below indicated preferential scoring system would only be effected when sourcing quotations from the existing panel of service providers and the acceptable financial offers would be considered for bid ranking purposes.

Quotations will be adjudicated in terms of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points scoring system. Preference points will be awarded to service providers using their B-BBEE status level of contribution.

The financial offers will remain valid for a period of one hundred and twenty (120) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid No: A009 – 2021/22 SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**" 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 Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday , 15 December 2021** where bids will be opened in public. Late quotations or tenders received by way of Facsimile or E-Mail will under no circumstances be considered.

**Minimum Local Content Requirements**

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered.

**Functional Evaluation**

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference on **page 63**

Minimum functional requirement score: Service providers that submitted acceptable bids and that score at least **70%** on functionality will qualify for next stage of tender evaluation process which is Price and Preference (please refer to MBD 6.1)

**Only prospective suppliers who are registered on the National Treasury Supplier database are eligible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr V. Govender  
Acting Municipal Manager  
Newcastle Municipality  
Municipal Civic Centre  
37 Hardwick Street  
Private Bag X6621  
Newcastle  
2940**

**3. FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**BID NO.: A009 OF 2021/22 – A PANEL OF SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**

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

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

**THE OFFERED UNIT PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS**

.....

..... Rand (in words);

R..... (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

<b>Signature</b>		<b>Date</b>	
<b>Name</b>			
<b>Capacity</b>			
<b>Name of Tenderer</b>			

Name and  
Signature of

Witness ..... Date .....

**ACCEPTANCE** (to be completed by the Employer)

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

The terms of the contract, are contained in:

Agreements and tender document, (which includes this agreement)

Pricing data

Scope of work

Briefing Session (if any)

and any drawings and documents or parts thereof, which may be incorporated by reference above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the Record of Addendum attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the tender document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

**FOR OFFICIAL USE ONLY**

<b>Name</b>		<b>Signature</b>	
<b>Date</b>			
<b>Capacity (tick one)</b>	Municipal Manager	Chief Financial Officer	
<b>For the Employer</b>	Newcastle Municipality		
<b>Name of Witness</b>		<b>Signature</b>	



#### **4. GENERAL CONDITIONS OF BID**

##### **1. General conditions of Contract**

This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract.

##### **2. Pricing**

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
  - 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
  - 2.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

##### **3. Forward Exchange Rate Cover**

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

##### **4. Submission of Bids**

- 4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2. The bid box is in Municipal Civic Offices, 37 Murchison Street, Rates Hall, 1<sup>st</sup> Floor, Newcastle.
- 4.3. All literature must be securely attached to the bid. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.
- 4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Newcastle Municipality will not be held responsible for any bid document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink**.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

**5. Opening, Recording and Publications of Bids Received**

- 5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- 5.2. Details of bids received in time will be recorded in a register which is open to public inspection.
- 5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

**6. Validity Period**

Bids shall remain valid for **one hundred & twenty (120) days** after the tender closure date.

**7. Incorrect Information**

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

**8. Withdrawal of Bid during and After the SCM Process:**

- 8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.
- 8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

**9. Invoices**

All invoices must be forwarded to the following address:

Newcastle Municipality  
Private Bag x6621  
Newcastle, 2940

**9.1. Legal requirements for invoices**

10.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

**9.1.1.1. Ordinary invoice (not VAT Registered)**

- a) The word „**INVOICE** “ in a prominent place

- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

**9.1.1.2. VAT/Tax invoice (VAT registered)**

- a) Word „**TAX INVOICE**’ in a prominent place
- b) Trade, legal name and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

**10. Payment Terms**

- 10.1. It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.
- 10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

**11. Poor Performance**

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

**12. Central Supplier Database**

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

**13. Disbursements, Travel and Subsistence**

- 13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.

- 13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.
- 13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

## **5. 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 vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 **"Contract price"** means the price payable to the Vendor 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 vendor 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 vendor 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 vendor 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 Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten 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, 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 vendors, services or works.
- 2.3 Where such Special Conditions of Contract are in 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/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information inspection**

- 5.1 The vendor 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 vendor 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 vendor 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.
- 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 supplier's performance under the contract if so required by the purchaser.
- 5.4 The vendor shall permit the purchaser to inspect the vendor's records relating to the performance of the vendor and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 5.5 The vendor 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. Patent Rights**

- 6.1 The vendor 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.

### **7. Performance security**

- 7.1 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the vendor's failure to complete his obligations under the contract.
- 7.2 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.

7.3 The performance security will be discharged by the purchaser and returned to the vendor not later than thirty (30) days following the date of completion of the vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.
- 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 vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

### **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.
- 10.2 Documents to be submitted by the vendor are specified in SCC.

### **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 in the SCC.

### **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

### **13. Incidental Services**

- 13.1 The vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the vendor of any warranty obligations under this contract;
  - e) training of the purchaser's personnel, at the vendor's plant and/or
  - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the vendor 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 vendor for similar services.

#### **14. Spare parts**

- 14.1 Specified in SCC, the vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the vendor:
- a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor 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 vendor 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 vendor 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 vendor, 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 in SCC.
- 15.3 The purchaser shall promptly notify the vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

#### **16. Payment**

- 16.1 The method and conditions of payment to be made to the vendor under this contract shall be specified in SCC.

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- 16.2 The vendor shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract Amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

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

**20. Subcontractors**

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

**21. Delays in the vendor's performance**

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor 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 vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor 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 vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor'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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the vendor'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 vendor.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the vendor 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/works and/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 vendor, may terminate this contract in whole or in part:
- a. if the vendor 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 vendor fails to perform any other obligation(s) under the contract; or
  - c. if the vendor, 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 and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the vendor by prohibiting such vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a vendor or any person associated with the vendor, the vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the vendor fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the vendor.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- i. the name and address of the vendor and / or person restricted by the purchaser;
  - ii. the date of commencement of the restriction
  - iii. the period of restriction; and
  - iv. the reasons for the restriction.

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

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

#### **24. Antidumping and countervailing 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 anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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 vendor 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 as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, 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 vendor 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.
- 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 vendor 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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 vendor any monies due the vendor.

## **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 vendor 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 vendor to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the vendor 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.

## **30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise

Specified in SCC.

### **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the vendor 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.

### **3. Taxes and duties**

- 32.1 A foreign vendor 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 vendor 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 the purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34. Prohibition of restrictive practices**

- 34.1 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 (or bid rigging).
- 34.2 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 as contemplated in the Competition Act No. 89 of 1998.
- 34.3 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.

**5. SPECIAL CONDITIONS OF CONTRACT**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time 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 Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;
  - b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;
  - c) if 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 fulfill 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 the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable 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 favorable 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 the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
  - d) 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;
  - e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address):  
.....  
.....

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work / item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

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



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4. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

5. Are you duly authorized to sign the bid?\* ☐ YES ☐ NO

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

7. Has the Declaration of Interest been duly completed and included with the bid forms?\* ☐ YES ☐ NO

- Delete whichever is not applicable

**8. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

9.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.

9.3 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 sustained 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 favorable arrangements after such cancellation.

**BIDDER'S NAME** : \_\_\_\_\_

**BIDDER'S REPRESENTATIVE** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**WITNESSES**

1. **Name** : \_\_\_\_\_ **Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

2. **Name** : \_\_\_\_\_ **Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

**NEWCASTLE MUNICIPALITY**

**CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT**

**RULES IN RESPECT OF BID DOCUMENTS**

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

**All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.**

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **Form of Offer and Acceptance** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. GUARANTEE  
Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.
6. **No bid will be accepted unless made out on the forms provided.**
7. A signed copy of these conditions and specifications must accompany the bid.
8. Bids received after 12:00 on the closing date of this bid will not be accepted.

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9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.
10. Council reserves the right to accept all or a portion only of any tender.
11. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
13. Bids must be submitted in sealed envelopes.
14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
15. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
16. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
17. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
18. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
19. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.

**20. Two envelope system will not be applicable on this project.**

**21. PAYMENT OF MUNICIPAL SERVICES**

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 30 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

## **22. INVITATION TO BID**

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

## **23. ACCEPTANCE OF BIDS**

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

## **24. BID DOCUMENTS**

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.  
The original Schedule of Quantities must be forwarded to the Newcastle Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.
- c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
  - i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
  - ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
  - iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

## **25. DEPOSITS**

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.
- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

**26. LATE BIDS**

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
  - I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
  - II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.
- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

**27. COMMUNICATION PROHIBITED**

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

**28. COUNCIL NOT OBLIGED TO ACCEPT ANY BID**

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid.  
Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

**29. DEVIATION FROM CONTRACT**

Council reserves the right to deviate or procure goods or services outside of this contract if and when the need arises.

**30. ALTERNATIVES**

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

### **31. CONTRACT DURATION**

**The contract will be valid for a period of 36 months from the date of appointment.**

### **32. POST AWARD PRODUCT COMPLIANCE PROCEDURES**

The following post award product compliance procedure will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
  - Financial Implications & Price Variances
  - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and installation of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

### **33. DEMONSTRATIONS AND INSPECTIONS**

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

### **34. PRICE ADJUSTMENT**

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids.

(Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

- 35.** Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

**NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID**

- All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 30 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.
- **TAX COMPLIANCE STATUS**  
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER .....

ADDRESS .....

TELEPHONE NUMBER .....

NAME OF THE OFFICIAL ..... POSITION.....

SIGNATURE ..... DATE.....

**WITNESSES**

NAME ..... NAME .....

SIGNATURE ..... SIGNATURE .....

ID NUMBER ..... ID NUMBER .....



**7. AUTHORITY OF SIGNATORY**

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

<b>A COMPANY</b>	<b>B PARTNERSHIP</b>	<b>C JOINT VENTURE</b>	<b>D SOLE PROPRIETOR</b>	<b>E CLOSE CORPORATION</b>

**A. Certificate for Company**

I, ....., chairperson of the board of ..... , hereby confirm that by resolution of the board (copy attached) taken on ..... 20.... , Mr/Ms..... acting in the capacity of ..... , was authorised to sign all documents in connection with this bid for Bid no **Bid no A009 – 2021/22** 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 authorise Mr/Ms ..... , acting in the capacity of ..... , to sign all documents in connection with this bid for **Bid no A009 – 2021/22** and any contract resulting from it on our behalf.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

**Note: This certificate is to be completed and signed by all key partners upon whom 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 this bid for **Bid no A009 – 2021/22** and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

1. .... Sole Owner: .....
2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
....., hereby authorise Mr/Ms .....  
acting in the capacity of ....., to sign all to sign all documents in connection with this bid for **Bid no A009 – 2021/22** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

**8. RECORD OF ADDENDA**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

***Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.***

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**9. BANKING DETAILS**

It is the policy of the Newcastle Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

<b>ACCOUNT HOLDER</b>	
<b>NAME OF BANK</b>	
<b>ACCOUNT NUMBER</b>	
<b>ACCOUNT TYPE</b>	
<b>BRANCH NAME</b>	
<b>BRANCH CODE</b>	
<b>BRANCH CONTACT PERSON</b>	
<b>PHONE NUMBER</b>	
<b>FAX NUMBER</b>	

I/we hereby request and authorise the Newcastle Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the Newcastle Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

**Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**10. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

<b>Physical Business Address(es) of the Tenderer</b>	<b>Municipality</b>	<b>Municipal Account Number</b>

**NB:** If insufficient space above, please submit on a separate page

**BID NO.: A009 – 2021/22 SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. ....

2. ....

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**11. CENTRAL SUPPLIER DATABASE REGISTRATION**

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

<b><u>Name of Bidder</u></b>			
<b><u>Signature</u></b>		<b><u>Name (print)</u></b>	
<b><u>Capacity</u></b>		<b><u>Date</u></b>	

**12. CERTIFICATE FOR ORIGINAL EQUIPMENT MANUFACTURER OR BRAND AGENCY LETTER(S) FOR DISTRIBUTION & MAINTENANCE OR OTHER RELEVANT PROOF OF EXISTING BUSINESS RELATIONSHIP**

PLEASE ATTACH ONTO THIS PAGE THE ABOVE – MENTIONED RETURNABLE DOCUMENTS FOR TENDER EVALUATION PERPOSES

**OR**

**PROOF OF ACCREDITATION**

Where applicable please attach onto this page the proof of accreditation from any recognized body locally (South Africa) or Internationally.

<b><u>Name of Bidder</u></b>			
<b><u>Signature</u></b>		<b><u>Name (print)</u></b>	
<b><u>Capacity</u></b>		<b><u>Date</u></b>	



**13. CERTIFICATE OF INDEMNITY PUBLIC LIABILITY INSURANCE COVER**

**Notes to tenderer:**

**1. In the event of the tenderer being a joint venture/consortium, the details of the individual members must also be provided.**

The tenderer shall provide the following details of this insurance cover:

i) Name of Tenderer: .....

ii) Period of Validity: .....

iii) Value of Insurance: .....

- Professional Indemnity (for each and every case)

Company: .....

Value: .....

- Third Party Liability

Company: .....

Value: .....

On agreement or pre - engagement agreement, the successful service provider(s) should indemnify and protect the Council (Newcastle Municipality) in respect of all costs and/or damage that may be incurred or sustained by the service provider, by reason of or in any way arising out of or caused by operations that may be carried out by the successful bidder in connection with the afore-mentioned contract;

Also in respect of all claims that may be instituted against the Council in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Council in examining, resisting or settling any such claims.

**Signed** ..... **Date** .....

**Name** ..... **Position** .....

**Tenderer** .....

**Witness 1 Name** ..... **Signature** .....

**Date** ..... **Position** .....

**Witness 2 Name** ..... **Signature** .....

**Date** ..... **Position** .....

#### **14. SCHEDULE OF COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

##### **Introduction**

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of employer as contemplated in the Act are properly discharged.

This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his or her premises.

A "mandatory" is defined in the said act as:- "including an agent, contractor or sub-contractor for work, but without derogating from his/her status in his/her own right as an employer or user.

In terms of section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health & Safety Act – 85 of 1993.

By ensuring that there is a written agreement in place, the management of Newcastle Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non – compliance will be issued. All work will be stopped, reasons of non – compliance must be given including corrective action that will be taken to rectify the situation must be stipulated

**Note: A copy of the latest receipt together with a copy of the relevant assessment OR A copy of a valid Letter of Good Standing to be handed in on appointment**

**or**

**Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.**

1.	Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?	Yes	No
2.	Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		
3.	Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?	Yes	No

**BID NO.: A009 – 2021/22 SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**

4.	Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	Yes	No
5.	Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	Yes	No
6.	Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?	Yes	No
	If yes, please explain his duties and provide a copy of his CV.		
7.	Does the Contractor have trained first aid employees? If yes, indicate, who.	Yes	No
8.	Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)	Yes	No

**Signed:** ..... **Date:** .....

**Name:** ..... **Position:** .....

**Bidder:** .....

**15. MBD 1: INVITATION TO BID**

**PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY**

<b>Bid Number</b>	A009 – 2021/22	<b>Closing Date</b>	<b>15 December 2021</b>	<b>Closing Time</b>	<b>12h00</b>
<b>Description</b>	PANEL OF SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES				

**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

**FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY  
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)  
37 MURCHISON STREET  
NEWCASTLE  
2940**

**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:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

Are you the Accredited Representative in <b>South Africa for the Goods /Services /Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)	Are you a Foreign Based Supplier for <b>the Goods /Services /Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
<b>Total Number of Items Offered</b>		<b>Total Bid Price:</b>	
<b>Signature of Bidder</b>		<b>Date:</b>	

**Capacity under which this bid is signed:**

**ENQUIRIES MAY BE DIRECTED TO:**

<b>Bidding Procedure Enquiries</b>		<b>Technical enquiries</b>
Contact person	Mrs D Marais	Ms Nomthandazo Mavuso
Telephone number	034 328 7769	034 328 7703
E-mail address	dalene.marais@newcastle.gov.za	Nomthandazo.Mavuso@newcastle.gov.za

**PART B**  
**Terms and Conditions for Bidding**

**1. BID SUBMISSION:**

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website [www.sars.gov.za](http://www.sars.gov.za)**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. Is the entity a resident of the Republic of South Africa (RSA)? ☐ 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: .....

**16. MBD 3.1 - PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

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

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

**Name of Bidder..... Bid Number: A009 – 2021/22**

**Closing Time: 12h00**

**Closing Date: 15 December 2021**

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

<b>BID NO:</b>	<b>DESCRIPTION</b>	<b>BID PRICE IN RSA CURRENCY</b> <b>** (ALL APPLICABLE TAXES INCLUDED)</b>
BID NO: A009 – 2021/22	PANEL OF SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS GRASS, TREE CUTTING AND HORTICULTURAL EQUIPMENT AND SPARES	

**BID PRICE: as per pricing schedule**

- Required by : Community Services
- At : Community Services  
Newcastle, 2940
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery ..... \*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.  
 \*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**17. MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES**  
**(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

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

Name of Bidder..... Bid number: **A009 – 2021/22**

Closing Time: 12h00

Closing Date: 15 December 2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID NO	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
<hr/>			
A009 – 2021/22		(see MBD 3.1)	

- |   |  |   |                                       |
|---|--|---|---------------------------------------|
| - | Required by                                      | : | Community Services                    |
| - | At   | : | Community Services<br>Newcastle, 2940 |
| - | Brand and model                                  |   | .....                                 |
| - | Country of origin                                |   | .....                                 |
| - | Does the offer comply with the specification(s)? |   | *YES/NO                               |
| - | If not to specification, indicate deviation(s)   |   | .....                                 |
| - | Period required for delivery                     |   | .....                                 |
| - | Delivery:  |   | *Firm/Not firm                        |

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**MBD 3.2 - PRICE ADJUSTMENTS**

**NON-FIRM PRICES SUBJECT TO ESCALATION**

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR 1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE



**MBD 3.2 - PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**18. MBD 4: DECLARATION OF INTEREST**

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

<b>3.1</b>	<b>Full Name of bidder/ Representative</b>	
<b>3.2</b>	<b>Identity Number</b>	
<b>3.3</b>	<b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b>	
<b>3.4</b>	<b>Company Registration Number</b>	
<b>3.5</b>	<b>Tax Reference Number</b>	
<b>3.6</b>	<b>Tax Reference Number</b>	

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

<b>3.8</b>	<b>Are you presently in the service of the state*?</b>	<b>Yes</b>	<b>No</b>
<b>3.8.1</b>	<b>If yes, furnish particulars.</b>		

<sup>1</sup>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.

<sup>2</sup>"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.

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3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal 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, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**19. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- |  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>   | 80            |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>    |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## **2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## **3. POINTS AWARDED FOR PRICE**

### **3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?  
(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[Tick applicable box]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in



paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....  
ADDRESS .....  
.....  
.....

**20. 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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
  - a) Abused the Municipality'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 or failed to comply with any government, municipal or public sector contract during the past five years; or
  - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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><b>(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 audit alteram partem rule was applied).</b></p> <p><b>The database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p><b>(The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

**BID NO.: A009 – 2021/22 SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**

ITEM	QUESTION	YES	NO
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:		
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 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 TO BE 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.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**21. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(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<sup>3</sup> 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.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

<sup>3</sup> 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.

**22. MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**This form must be filled in duplicate by both the successful bidder (part 1) and the purchaser (part 2). both forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

DATE: .....

**MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....  
.
2. ....  
.





## **PART B– SPECIFICATIONS AND PRICING SCHEDULE**

### **23. SPECIFICATIONS**

This bid calls for the supply, delivery and offloading of new various grass, tree cutting and horticultural equipment and spares, on an as and when required basis, for a period of three years (36 months) in accordance with the detailed specifications as set out hereunder:

#### **A. INTRODUCTION AND CONDITIONS**

Newcastle Municipality: Community Services - Parks, Recreation and Cemeteries, requires a range of specialized equipment on an as and when required basis.

In the interests of service delivery it is imperative that new specialized is delivered promptly. Secondly, spare parts must be readily available for at least --from the date of order. The spare parts must be delivered promptly.

##### **1. Prompt Delivery of procured specialized equipment**

- 1.1 New slasher mowers, walk-behind mowers, self-propelled mowers, walk-behind push mowers, brush-cutters, chainsaws, pole pruners, blowers, branch chippers and stump cutters should be delivered at the appropriate parks depot (39 Hardwick Street, Newcastle 2940 or to be indicated on the official order form) in a fully assembled state, ready for instant use, within 6 weeks of the order date.
- 1.2 New ride-on mowers, heavy duty flail mowers, should be delivered at the appropriate parks depot (39 Hardwick Street, Newcastle 2940 or to be indicated on the official order form) in a fully assembled state, ready for instant use, 12 weeks of the order date.
- 1.3 New extra heavy duty slashers, stump grinders, branch chippers and boats should be delivered to the mechanical workshop in 39 Hardwick Street Newcastle 12 weeks from order date.
- 1.4 Failure of the specialized equipment supplier to supply the selected specialized equipment within the given period will result in a penalty of 1 % of the VAT inclusive order total, per working day, after the grace period.
- 1.5 Once this penalty reaches 20 % of the VAT inclusive total, or 20 working days, after the grace period, the Newcastle Municipality reserves the right to cancel the order and select another supplier. All costs resulting from the failure of the specialized equipment supplier to deliver the specialized equipment within the grace and penalty period will be for the specialized equipment supplier's account.

In addition should a specialized equipment supplier fail to deliver new specialized equipment within the grace period and the penalty period, the Newcastle Municipality reserves the right to disqualify the specialized equipment supplier from current and future trade with Newcastle Municipality.

##### **2. Readily available specialized equipment spare parts, and the prompt delivery thereof**

- 2.1 The successful specialized equipment supplier must guarantee that all spare parts must be available for the specialized equipment for a period of at least from the date of order of the new specialized equipment.  
The specialized equipment supplier must be able to supply all specialized equipment spare parts at a market related cost within 21 working days of the order date.
- 2.2 Failure of the successful specialized equipment supplier to supply the selected specialized equipment spares at a reasonable cost for a period of three years from the date of order of the new

specialized equipment will result in the Newcastle Municipality reserving the right to exclude that specialized equipment supplier from current and future trade with Newcastle Municipality.

### **3. Training/refresher training of procured specialized equipment**

Full comprehensive training and if needed refresher training will be given by the successful specialized equipment supplier free of charge within ten working days of the specialized equipment being delivered, at all venues as specified by the client.

### **4. Safety, ergonomics, mechanical features, emissions, quality, user friendliness, etc.**

In the interests of the above the Newcastle Municipality reserves the right to request demonstrations of the specialized equipment as part of the bid process, should it deem so necessary, and to utilize scientific apparatus to measure noise emissions, etc.

### **5. Harness for Brush cutters**

Please note that all brush cutters must be supplied with a full comfort type harness. A single shoulder strap will not be accepted

### **6. Occupational Health & Safety Act (OHSA), 85 of 199 & Quality Standards**

All type of machinery to be offered should comply with the minimum requirements of OHSA, as amended and be SASS approved or recognized by the South African National Accreditation System.

### **7. Rules of Evaluation, Adjudication and Awarding of Bid**

7.1 The evaluation and adjudication of bid will be based on value for money.

7.2 That once the required spares for new and existing equipment has been identified, request for quotations will be sourced from the panel members only and will be on an as and when required basis for the duration of contract.

8. A leaflet/brochure with manufacturer name, model and picture for each quoted equipment with specification must be attached.

### **9. Technical Enquiries**

For enquiry purposes please contact:

Contact Person	:	Ms N. Mavuso
Telephone number	:	034 328 7703
Email address	:	Nomthandazo.Mavuso@ <a href="mailto:Nomthandazo.Mavuso@newcastle.gov.za">newcastle.gov.za</a>

**B. DETAILED SPECIFICATIONS (SPECIALIZED EQUIPMENT)**

**1. SLASHERS**

**1.1 LARGE TRACTOR MOUNTED FLEXIBLE-WING SLASHER**

Cutting Width	Not less than 4500mm (15 feet)
Transport Width	Not wider than 2400mm (96 inches)
Type Hitch	Self-leveling
Cutting Capacity	50mm (2-inch) diameter
Cutting Height	50mm to 350mm (2 to 14 inches)
Deck Thickness	Not less than 7 gauge
Side Bands	0.625mm x 26.25mm (1/4 x 10-1/2 inches)
Recommended Min. Tractor HP	60
Driveshaft	Input/constant velocity or Cardan – Cat. 5 @ 540 PTO, wings and centre unit – Cat. 4
Tractor PTO	540 or 1000
Gearbox HP	235 – transfer, 190 – centre and wings
Slip Clutches	2 – friction plates
Blade Holders	Round
Blades	12.5mm x 100mm uplift with 150mm overlap (1/2 x 4 inch uplift with 6-inch overlap)
Blade Tip Speed	16,289 fpm (540 rpm), 16,000 fpm (1000 rpm)
Wheels	Laminated, pneumatic or aircraft
Wing Lift Hydraulics	Standard equipment
Wing Flex	90° up to 22° down
Axles	Choice of single or dual centre section axles
Wheel Shock Protection	Independent springs on each axle
Front Deflectors	Standard belting
Jack stand, Safety Tow Chain	Standard equipment
Training	Full comprehensive operator training to be given by supplier
Other	<ul style="list-style-type: none"> <li>• Manual wing lift,</li> <li>• chain shielding,</li> <li>• valve and stand kit</li> <li>• Rear guard flaps</li> <li>• Front rubber guards</li> <li>• Supplied with appropriate, fully guarded PTO shaft.</li> <li>• Torque limiting slip clutch</li> <li>• Fitted with tempered spring steel blades</li> </ul>
Roadworthy	Fitted with all lights and number plates and registered on the road
Warranty	At least one year
Manufacturer Name and Model	

**1.2 EXTRA HEAVY DUTY MEDIUM SIZE SLASHER**

Width of Cut	Blades	Frame thickness (min)	Side panel thickness (min.)	Slip Clutch	Cutting Height	
					min	max
1.5m	4	5mm	5mm	STD	10mm	140mm
Adjustable cutting height						
Rear guard flaps						
Front rubber guards						
Supplied with appropriate fully guarded PTO shaft.						
Torque limiting slip clutch						
Fitted with tempered spring steel blades						
Extra heavy duty gearbox						
Full comprehensive operator training to be given by supplier						
Warranty - At least one year						
Name of manufacturer and Model						

**1.3 EXTRA HEAVY DUTY MEDIUM SIZE SLASHER**

Width of Cut	Blades	Frame thickness (min)	Side panel thickness (min.)	Slip Clutch	Cutting Height	
					min	max
1.8m	4	5mm	5mm	STD	10mm	140mm
Adjustable cutting height						
Rear guard flaps						
Front rubber guards						
Supplied with appropriate fully guarded PTO shaft.						
Torque limiting slip clutch						
Fitted with tempered spring steel blades						
Extra heavy duty gearbox						
Full comprehensive operator training to be given by supplier						
Warranty - At least one year						
Name of manufacturer and Model						

**1.4 EXTRA HEAVY DUTY MEDIUM SIZE SLASHER**

Width of Cut	Blades	Frame thickness (min)	Side panel thickness (min.)	Slip Clutch	Cutting Height	
					min	max
2.0m	4	5mm	5mm	STD	10mm	140mm
Adjustable cutting height						
Rear guard flaps						
Front rubber guards						
Supplied with appropriate fully guarded PTO shaft.						
Torque limiting slip clutch						
Fitted with tempered spring steel blades						
Extra heavy duty gearbox						
Full comprehensive operator training to be given by supplier						
Warranty - At least one year						
Name of manufacturer and Model						

**1.5 HEAVY DUTY MEDIUM SIZE SLASHER**

Width of Cut	Blades	Frame thickness (min)	Side panel thickness (min.)	Slip Clutch	Cutting Height	
					min	max
1.5m	4	5mm	5mm	STD	5mm	140mm
Adjustable cutting height						
Rear guard flaps						
Front rubber guards						
Supplied with appropriate fully guarded PTO shaft.						
Torque limiting slip clutch						
Fitted with tempered spring steel blades						
Extra heavy duty gearbox						
Full comprehensive operator training to be given by supplier						
Warranty - At least one year						
Name of manufacturer and Model						

**1.6 HEAVY DUTY MEDIUM SIZE SLASHER**

Width of Cut	Blades	Frame thickness (min)	Side panel thickness (min.)	Slip Clutch	Cutting Height	
					min	max
1.8m	4	5mm	5mm	STD	5mm	140mm
Adjustable cutting height						
Rear guard flaps						
Front rubber guards						
Supplied with appropriate fully guarded PTO shaft.						
Torque limiting slip clutch						
Fitted with tempered spring steel blades						
Extra heavy duty gearbox						
Full comprehensive operator training to be given by supplier						
Warranty - At least one year						
Name of manufacturer and Model						

**1.7 HEAVY DUTY MEDIUM SIZE SLASHER**

Width of Cut	Blades	Frame thickness (min)	Side panel thickness (min.)	Slip Clutch	Cutting Height	
					min	max
2.0m	4	5mm	5mm	STD	10mm	140mm
Adjustable cutting height						
Rear guard flaps						
Front rubber guards						
Supplied with appropriate fully guarded PTO shaft.						
Torque limiting slip clutch						
Fitted with tempered spring steel blades						
Extra heavy duty gearbox						
Full comprehensive operator training to be given by supplier						
Warranty - At least one year						
Name of manufacturer and Model						

**2. MEDIUM DUTY ROTARY MOWER - FOR DEVELOPED AREAS ONLY**

Minimum engine power on pto	49 Kw
Max. overall width	3600mm
Max. transport width	2130mm
Max. weight (front mounted)	850kg
Max weight (rear mount)	700kg
Min. mowing width	3400mm
Min. mowing width ( 1 wing up )	2700mm
Min. mowing width (both wings up)	2000mm
Mowing height range	12mm -112mm
Number of spindles	5 with at least 2 year warranty
Number of belts	4
Gearbox	At least 2 year warranty
Rollers	Full width
Rear guard flap	
Front skirt	
Supplied with appropriate, fully guarded PTO shaft.	
Torque limiting slip clutch	
Fitted with tempered spring steel blades	
Full comprehensive operator training to be given by supplier	
Warranty - At least one year	
Name of Manufacturer and Model	



### **3. RIDE-ON MOWERS**

#### **3.1 LARGE RIDE-ON MOWERS - 60inch (1550mm)**

Engine manufacturer	Kohler, Kawasaki, Robin, Honda, Yamaha, Kubota, Yanmar or equivalent	Between 28hp - 40hp Petrol or Diesel
Cooling system	Air	Liquid
Oil filter	Spin-on type	
Air filter	Heavy duty canister with foam pre-cleaner	
Electrical System	12 V system	
Starter	Electric start	
Hour meter	Standard	
Operator presence starting system	Standard	
Speed forward, min-max	0 - min. of 10 mph	
Drive System	Hydro-gear Parker Ross pump & wheel	
Tyre dimensions, front	4 ply smooth, flexi filled	
Tyre dimensions, rear	12turf, flexi filled	
Park brake	Hand lever	
Spindle Type	Cast Iron	
Productivity	Min of 5.8 acres/hr (2.34718 ha/hr)	
Hour Meter	Standard	
Blade engagement	Electromagnetic Clutch	
Blade engagement force	Min. of 200 ft/lb	
Cutting width	Max of 1550mm (61 inch)	
Cutting height, min-max	35 to 150mm (1.5 - 6 inch)	
Turning radius	Zero	
Deck thickness	Min. of 7 gauge (0.177 inch)	
Discharge	Rubber discharge shoot	
Commercial Warranty	3 Yrs Part / 2 Yrs Labour	
Training	Full comprehensive operator training to be given by supplier	
Warranty	At least one year	
Name of Manufacturer and Model		

**3.2 SMALL RIDE-ON MOWERS – (50inc (1270mm))**

Engine manufacturer	Kohler, Kawasaki, Robin, Honda, Yamaha, Kubota, Yanmar or equivalent	Between 20hp -28hp Petrol or Diesel
Cooling system	Air	Air
Oil filter	Spin-on type	
Air filter	Heavy duty canister with foam pre-cleaner	
Electrical System	12 V system	
Starter	Electric start	
Hour meter	Standard	
Operator presence starting system	Standard	
Speed forward , min-max	0 - min. of 9 mph	
Drive System	Hydro-gear Parker Ross pump & wheel	
Caster wheels type	Pneumatic	
Tire dimensions, front	4 ply smooth, flexi filled	
Tire dimensions, rear	12 turf , flexi filled	
Park brake	Hand lever	
Spindle Type	Cast Iron	
Productivity	Min of 4.2 acres/hr (1.69968 ha/hr)	
Hour Meter	Standard	
Blade engagement	Electromagnetic Clutch	
Blade engagement force	Min. of 200 ft/lb	
Cutting width	Min. of 1250mm (50 inch)	
Cutting height, min-max	35 to 150mm (1.5 - 6 inch)	
Turning radius	Zero	
Deck thickness	Min. of 7 gauge (0.177 inch)	
Discharge	Rubber discharge shoot	
Commercial Warranty	3 Yrs Part / 2 Yrs Labour	
Training	Full comprehensive operator training to be given by supplier	
Warranty	At least one year	
Name of Manufacturer and Model		

#### **4. WALK-BEHIND MOWERS**

##### **4.1 SELF-PROPELLED WALK-BEHIND MOWERS**

Cutting Width	750 mm
Cutting Height	0 mm - 75 mm, require lever to adjust height rapidly.
Drive	Self-propelled
Transmission	V-belt drive to heavy duty Peerless transaxle. 5 Speed forward & reverse
Engines	Honda, Robin, Kohler, Yamaha or similar Petrol or Diesel
Speed Range	2.5 km/h - 3.3 km/h
Weight	Max .180 kg
Finish	Powder coated & galvanized
Productivity	Min. of 1ha/hr
Chassis	Min. of 2.5mm thick rectangular steel
Discharge	Rubber discharge shoot
Training	Full comprehensive operator training to be given by supplier
Height adjustment	Height adjustment lever
Warranty	At least one year
Name of Manufacturer and Model	

**4.2 BOX / PUSH MOWERS**

Engine	Honda, Kohler, Yamaha , Robin, Kawasaki or equivalent 5hp petrol
Cutting width	Min 450mm (18")
Height adjustment	Manual
Grass box	No
Wheels	4
Blades	3
Application	Industrial
Training	Full comprehensive operator training to be given by supplier
Warranty	At least one year
Name of Manufacturer and Model	

**4.3 PUSH MOWERS - UTILITY MOWER**

Engine	Honda, Kohler, Yamaha , Robin, Kawasaki or equivalent 5hp petrol
Cutting width	Min 450mm (18")
Height adjustment	Manual
Grass box	No
Wheels	4
Blades	3
Application	Industrial
Training	Full comprehensive operator training to be given by supplier
Warranty	At least one year
Name of Manufacturer and Model	

## **5. BRUSH CUTTERS**

### **5.1 BRUSH CUTTERS LARGE**

Number of cycles	Two-stroke
Displacement	Minimum 40cc - 60cc (Maximum)
Power output	Minimum 1,5 kw - maximum 3kw
<b>Cooling system</b>	<b>Air</b>
Anti-vibration system	4-point system - handles and engine
Starter	Recoil
Multi-functional handles	For safe and reliable operation
Weight	Maximum 12kg - with cutting attachment
Carburettor	Diaphragm type
Ignition system	Electronic
Drive system	Auto-centrifugal
Controls	Safety throttle lever with engine cut-off switch built in to handle.
Cutters	Steel cutting disc as well as double cord nylon head with complete fittings must be supplied.
Standard accessories to be supplied with each brush cutter	1 x Comfort type Harness per brush cutter.
Spare parts	Written guarantee of minimum of three years availability on spare parts.
Training	Full comprehensive operator training to be given by supplier
Warranty	At least six months
Name of Manufacturer and Model	

## **5.2 BRUSH CUTTERS MEDIUM**

Number of cycles	Two-stroke
Displacement	Minimum 30cc - 40cc (Maximum)
Power output	Minimum 0,9 kw - maximum 1,6kw
<b>Cooling system</b>	<b>Air</b>
Anti-vibration system	4-point system - handles and engine
Starter	Recoil
Multi-functional handles	For safe and reliable operation
Weight	Maximum 10kg - with cutting attachment
Carburettor	Diaphragm type
Ignition system	Electronic
Drive system	Auto-centrifugal
Controls	Safety throttle lever with engine cut-off switch built in to handle.
Cutters	Steel cutting disc as well as double cord nylon head with complete fittings must be supplied.
Standard accessories to be supplied with each brush cutter	1 x Comfort type Harness per brush cutter.
Spare parts	Written guarantee of minimum of two years availability on spare parts.
Training	Full comprehensive operator training to be given by supplier
Warranty	At least six months
Name of Manufacturer and Model	

### 5.3 BRUSH CUTTER LOW CO2 EMISSION

Number of cycles	Two-stroke
Displacement	Minimum 38cc - 45cc (Maximum)
Power output	Minimum 1,5kw - maximum 185kw
<b>Cooling system</b>	<b>Air</b>
Anti-vibration system	4-point system - handles and engine
Starter	Recoil – Easy start or reverse start
Multi-functional handles	For safe and reliable operation
Weight	Maximum 9kg - with cutting attachment
Carburettor	Diaphragm type
Ignition system	Electronic
Drive system	Auto-centrifugal
Emissions	To be at least 50% lower than standard two stroke
Controls	Safety throttle lever with engine cut-off switch built in to handle.
Cutters	Steel cutting disc as well as double cord nylon head with complete fittings must be supplied.
Standard accessories to be supplied with each brush cutter	1 x Comfort type Harness per brush cutter.
Spare parts	Written guarantee of minimum of two years availability on spare parts.
Training	Full comprehensive operator training to be given by supplier
Warranty	At least six months
Name of Manufacturer and Model	

## **TREE CUTTING EQUIPMENT**

### **6. CHAINSAWS**

#### **6.1 LARGE CHAINSAW**

Displacement (cm <sup>3</sup> )	Between 70 - 100
Engine power (kW)	Between 4 and 7
Oil pump type	Adjustable flow
Weight without cutting equipment (kg)	Max. of 7.9 kg
Bar length (cm)	40cm - 70cm
Chain pitch	Super 3/8 Rapid
Noise pressure	Max. of 102 dB(A)
Noise power	Max. of 115 dB(A)
Vibrations. front/rear handle	Max. of 6.5 m/s <sup>2</sup> / 10.2 m/s <sup>2</sup>
Application	Professional / forestry
ElastoStart/Easy Start Mechanism	Standard
Compensator	Standard
Decompression valve	Standard
Lateral chain adjuster	Standard
Quick stop chain brake	Standard
Right hand guard	Standard
Chain catcher	Standard
Throttle lock	Standard
Anti-vibration mechanism	Standard
Standard accessories included	<ul style="list-style-type: none"> <li>• Guide bar</li> <li>• Chain</li> <li>• Tool kit</li> </ul>
Centrifugal force air filter assistance system	Standard
Quick chain tensioning device	Standard
Warranty	At least six months
Name of Manufacturer and Model	



## **6.2 MEDIUM CHAINSAW**

Displacement (cm <sup>3</sup> )	Between 40 and 60
Engine power (kW)	Between 2 to 3
Oil pump type	Adjustable flow
Weight without cutting equipment (kg)	Max. of 6.1kg
Bar length (cm)	30cm - 40cm
Chain pitch	Super 3/8 Rapid
Noise pressure	Max. of 103 dB(A)
Noise power	Max. of 115 dB(A)
Vibrations , front/rear handle	Max. of 3.5 m/s <sup>2</sup> / 4.0 m/s <sup>2</sup>
Application	Professional/forestry
ElastoStart/Easy Start Mechanism	Standard
Compensator	Standard
Decompression valve	Standard
Lateral chain adjuster	Standard
Quick stop chain brake	Standard
Right hand guard	Standard
Chain catcher	Standard
Throttle lock	Standard
Anti-vibration mechanism	Standard
Standard accessories included	<ul style="list-style-type: none"> <li>• Guide bar</li> <li>• Chain</li> <li>• Toolkit</li> </ul>
Centrifugal force air filter assistance system	Standard
Quick chain tensioning device	Standard
Warranty	At least six months
Name of Manufacturer and Model	

### 6.3 SMALL CHAINSAW

Displacement (cm <sup>3</sup> )	Between 30 and 45
Engine power (kW)	Between 1 to 1,5
Oil pump type	Adjustable flow
Weight without cutting equipment (kg)	Maximum of 3.0 kg
Bar length (cm)	30cm - 40cm
Chain pitch	Super 3/8 Rapid
Noise pressure	Max. of 103 dB(A)
Noise power	Max. of 115 dB(A)
Vibrations, front/rear handle	Max. of 3.5 m/s <sup>2</sup> / 4.0 m/s <sup>2</sup>
Application	Professional/forestry
Elasto Start/Easy Start Mechanism	Standard
Compensator	Standard
Decompression valve	Standard
Lateral chain adjuster	Standard
Quick stop chain brake	Standard
Right hand Guard	Standard
Chain catcher	Standard
Throttle lock	Standard
Anti-vibration mechanism	Standard
Standard accessories included	<ul style="list-style-type: none"> <li>• Guide bar</li> <li>• Chain</li> <li>• Toolkit</li> </ul>
Centrifugal force air filter assistance	Standard
Quick chain tensioning device	Standard
Warranty	At least six months
Name of Manufacturer and Model	

### 6.4 POLE PRUNERS – FULLY TELESCOPICAL ADJUSTABLE: HT131



## **7. POISON SPRAYERS**

### **7.1 TRACTOR MOUNTED POISON SPRAYER**

Tank capacity minimum	
Tank construction	High-density polyethylene with UV protection
Pressure control	RPV manual balance pressure control, 2 way
Pump	<ul style="list-style-type: none"> <li>• Imovilli or similar approved</li> <li>• Piston diaphragm</li> <li>• Minimum of 70 Vmin</li> </ul>
Filters	Minimum of 3 filtration filters
Frame	Epoxy coated
PTO	PTO and shaft included
Spray handles	<ul style="list-style-type: none"> <li>• 2 x high pressure hoses of minimum of 10m each</li> <li>• Each hose fitted with lance and nozzles</li> </ul>
Warranty	Warranty at least six months
Name of Manufacturer and Model	

### **7.2 LDV MOUNTED POISON SPRAYER**

Tank capacity	
Tank construction	High-density polyethylene with UV protection
Pressure control	RPV manual balance pressure control, 2 way. With pressure relief valve with a return feed to the tank fully adjustable
Pump	<ul style="list-style-type: none"> <li>• Imovilli or similar approved</li> <li>• Piston diaphragm</li> <li>• Minimum of 70 Vmin</li> </ul>
Power source	9hp Yamaha, Honda or Robin/Subaru engine approved or equivalent
Filters	Minimum of 3 filtration filters
Frame	Epoxy coated
Spray handles	<ul style="list-style-type: none"> <li>• 2 x high pressure hoses of minimum of 10m each</li> <li>• Each hose fitted with lance and Fan spray nozzles</li> </ul>
Warranty	Warranty at least six months
Name of Manufacturer and Model	

## **8. HEDGE SHEAR**

Engine	Min 22cc
Blade length	60cm minimum
Tooth spacing	30mm
Power out put	0.7kw min
Vibration levels left/right m/s <sup>2</sup>	2.5/2.5
Sound Pressure level dB(A) 3>	94,0
Warranty	Warranty at least six months
Name of Manufacturer and Model	

## **9. BRANCH CHIPPERS**

### **9.1 MEDIUM TRUCK DRAWN BRANCH CHIPPER**

Power:	Minimum 110 HP
Power range:	110 – 200 HP
Engine Type:	Diesel with/out turbo charger
Chipper unit type:	To be mounted on wheels (Not tracks)
Disc/Drum style:	Disc or drum style branch chipper
Axle/ tow hitch:	Heavy duty axle and tow hitch
Spare wheel/jack:	Spare wheel and jack must be supplied
Cooling medium:	Liquid
Training:	Full comprehensive operator training to be given by supplier
Chipping capacity:	37.5mm to 47.5mm (15" to 19")
In feed throat opening width:	40 to 45mm (16" to 18")
In feed throat opening height:	40 to 45mm (16" to 18")
Discharge system height:	Minimum 2500mm to allow loading of chips into a truck or trailer.
Discharge system - degree of rotation:	240 degrees plus
Warranty	At least one year
Name of Manufacturer and Model	

## **9.2 LARGE TRUCK DRAWN BRANCH CHIPPER**

Power	200 HP upwards
Power range	200 HP
Engine Type	Diesel with/out turbo charger
Chipper unit type	To be mounted on wheels (Not tracks)
Disc/Drum style	Disc or drum style branch chipper
Axle/ tow hitch	Heavy duty axle and tow hitch
Spare wheel/jack	Spare wheel and jack must be supplied
Cooling medium	Liquid
Training	Full comprehensive operator training to be given by supplier
Chipping capacity	47.5mm upwards (19" upwards)
In feed throat opening width	45mm upwards (18" upwards)
In feed throat opening height	45mm upwards (18" upwards)
Discharge system height	Minimum 250mm to allow loading of chips into a truck or trailer
Discharge system - degree of rotation	240 degrees plus
Warranty	At least one year
Name of Manufacturer and Model	

## **10. STUMP GRINDERS/CUTTERS**

### **10.1 TRACTOR MOUNTED P.T.O.DRIVEN STUMP GRINDER/CUTTER WITH SLIP CLUTCH**

Power requirements	45 to 70 Kw
Maximum operating pressure:	320 Bar
Maximum cut per slew	140mm
Maximum height per stump	1020mm
Maximum width per slew	1200mm
Optimum depth	500mm
Training	Full comprehensive operator training to be given by supplier
Warranty	At least one year
Name of Manufacturer and Model	

**10.2 SMALL STUMP GRINDER/CUTTER**

Engine	Petrol or diesel
Power Requirements	9HP to 25HP
Length range	1650mm to 2500mm
Height range	800mm to 1500mm
Width range	6205mm to 8705mm
Weight with engine	150 to 200 Kg
Number of cutters(cutting teeth)	10– 16
Cutting depth	300mm to 500mm
Cutting height	250mm to 320mm
Spare wheel	included
Training	Full comprehensive operator training to be given by supplier.
Machine design	<ul style="list-style-type: none"> <li>• Must be of such a nature to deflect stump chips safely towards the ground</li> <li>• Be compact, highly portable and safe</li> <li>• Either manual push/pull type or self-propelled.</li> <li>• Allow rapid, safe replacement of stump cutter teeth.</li> <li>• Allow easy slewing motion when grinding.</li> <li>• Hill brake mechanism.</li> </ul>
Warranty	At least one year
Name of Manufacturer and Model	

**10.3 MEDIUM STUMP GRINDER/CUTTER**

Engine	Petrol or diesel
Power Requirements	25HP to 60HP
Length range	2500mm to 4000mm
Height range	1500mm to 1870mm
Width range	750mm to 1620mm
Weight with engine	200 to 1365 Kg
Number of cutters(cutting teeth)	15 to 30
Cutting depth	300mm to 500mm
Cutting height	320mm to 620mm
Cutting disc arc	500mm to 1750mm
Spare wheel	included
Training	Full comprehensive operator training to be given by supplier
Machine design	<ul style="list-style-type: none"> <li>• Must be of such a nature to deflect stump chips safely towards the ground or chip skirt</li> <li>• Operate in harsh African climate</li> <li>• Ergonomic and safe</li> <li>• Self-propelled</li> <li>• Allow rapid, safe replacement of stump cutter teeth.</li> <li>• Allow easy slewing motion when grinding.</li> <li>• Quick stop cutter wheel brake preferred</li> <li>• Hill brake mechanism.</li> <li>• Optional custom trailer with ramp</li> <li>• Wheel type stump grounder (No tracks)</li> <li>• Licensing to comply with SABS and E-Natis specifications, where applicable</li> </ul>
Warranty	At least one year
Name of Manufacturer and Model	

#### **10.4 LARGE STUMP GRINDER/CUTTER**

Engine	Diesel with/out turbo charger
Power Requirements	60HP upwards
Length range	4000mm upwards
Height range	1875mm upwards
Width range	125 cm upwards
Weight with engine	1365 Kg upwards
Number of cutters(cutting teeth)	20 upwards
Cutting depth	500mm or more
Cutting height	500mm or more
Cutting disc arc	1750mm upwards
Spare wheel	included
Training	Full comprehensive operator training to be given by supplier
Machine design	<ul style="list-style-type: none"> <li>• Self-propelled unit to be on wheels (not tracks)</li> <li>• Must be of such a nature to deflect stump chips safely towards the ground or chip skirt</li> <li>• Operate in harsh African climate</li> <li>• Ergonomic and safe</li> <li>• Allow rapid, safe replacement of stump cutter teeth.</li> <li>• Allow easy slewing motion when grinding.</li> <li>• Quick stop cutter wheel brake preferred</li> <li>• Hill brake mechanism.</li> <li>• Optional custom trailer with ramp</li> <li>• Wheel type stump grounder (No tracks)</li> <li>• Licensing to comply with SASS and E-Natis specifications, where applicable</li> </ul>
Warranty	At least one year
Name of Manufacturer and Model	

#### **GENERAL SPECIFICATIONS ON BRANCH CHIPPERS, TRAILERS AND LARGE FLEXWING SLASHER**

- Delivery - All abovementioned specialized equipment are to be delivered to the Newcastle, Mechanical Workshop
- Licensing - Abovementioned specialized equipment shall be supplied with a suitable licence holder
- Spares - The successful bidders shall guarantee availability and supply of spare parts and tools necessary for all types' repairs.

#### **QUANTITIES**

Due to the uncertainty and fluctuation of the Municipality's requirements, no indication can be given as to the quantities of the above-mentioned items which will be required under this contract. The contractor/s will therefore be required to supply the requirements in such quantities as may be required by the Municipality from time to time. When supplies are required, the Municipality will endeavour to place orders, on an as and when required basis, as far in advance as possible.



## **11. CONTRACT PERIOD**

A period of thirty six (36) months on an "as and when" basis.

## **12. EVALUATION PROCESS (CRITERIA)**

The bid shall be evaluated in four (4) stages as follows:-

Stage 1: Administrative compliance

Stage 2: Mandatory Requirements

Stage 3: Price and preference scoring

Stage 4: Objective criteria

### **Stage 1: Administrative compliance**

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

### **Stage 2: Mandatory Requirements**

The following pre-qualification criteria will form the basis for evaluating all bids and failure to comply with these criteria will result in the immediate disqualification of bid.

<b>NO</b>	<b>MANDATORY REQUIREMENTS</b>	<b>DOES YOUR OFFER COMPLY? Is required evidence attached?</b>
1.	The service provider must be an Original Equipment Manufacturer (OEM) or OEM agreement, if not OEM  <u>Evidence to be provided:</u> OEM or OEM agreement must be submitted, if not OEM	Yes / No
2.	The service provider must provide a proof that the Goods are compliant with South African Bureau of Standards (SABS) / South African National Accreditation System (SANAS) approved standards  <u>Evidence to be provided:</u> Proof that the Goods to be supplied are compliant with SABS / SANAS standards or equivalent	Yes / No
3.	Experience of at least one (1) proven track record of supply and delivery of horticulture equipment or any similar supply of goods in rand value of R50 000.00 or more.	Yes / No

**BID NO.: A009 – 2021/22 SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**

	<u>Evidence to be provided:</u> Reference letter/s and/or appointment letters (reference letter will be sufficient if covers full details of contract appointment), purchase orders with delivery notes as proof.	
4.	<p>Submission of Products Catalogue should be supplied as part of tender returnable documents before tender closing time and date and at no cost to Council, potential bidders are expected to absorb all associated costs including collection thereof if the offer is rejected or unsuccessful</p> <p>Place of Delivery upon receiving an official municipal order: Community Safety – Parks, Recreations &amp; Cemeteries, Street no.: 37 Hardwick Street, Newcastle 2940</p> <p>Contact Person: Ms Nomthandazo Mavuso at 034 328 7703</p>	Yes / No

**Stage 3: Price and preference scoring**

The bidders that have successfully progressed will be evaluated in accordance with the 80/20 Preferential Point System in accordance with the Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, No 5 of 2000.

**Stage 4: Objective criteria**

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above mentioned risks.

**13. TAX COMPLIANCE STATUS**

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the tax status within 7 days.

#### **24. ELIGIBILITY CRITERIA**

Bid offers will only be accepted if:

1. A valid Tax Compliance Status Pin or CSD Master Registration Number for verification.
2. Bidder submits a B-BBEE Status Level Verification Certificate;
3. The **Form of Offer and Acceptance** is completed and signed;
4. The bid must adhere to Pricing Instructions where the pricing schedule should be completed correctly and signed.
5. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
6. The bidder has not:
  - a. abused the Employer's Supply Chain Management System; or
  - b. failed to perform on any previous contract and has been given a written notice to this effect;
7. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
8. The bidder is registered on the **Central Supplier Database**;
9. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
10. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
11. Prospective bidder comply with the requirements of the bid and technical specifications;
12. All returnable schedules are to be completed and all relevant certificates attached where indicated;
13. The bidder submits a leaflet/brochure with manufacturer name, model and picture for each quoted equipment.

**25. PRICING SCHEDULE**

**NOTE:**

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Newcastle Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Newcastle Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN „X“							
<b>Are you/is the firm a registered VAT Vendor</b>	<b>YES</b>				<b>NO</b>			
<b>If “YES”, please provide VAT number</b>								

**Escalation of Offer Prices in percentage**

(Prices will be fixed for first 12 months and thereafter subject to escalation)

Expected escalation of prices after 12 months ..... %

Expected escalation of prices after 24 months ..... %

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**PRICING SCHEDULE:**

**(To be completed by the bidder)**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCL VAT</b>
<b>1</b>	<b>SLASHERS</b>	
1.1	Large - Flexible-wing tractor mounted slasher	
1.2	1.5m Extra Heavy duty medium size slasher	
1.3	1.8m Extra Heavy duty medium size slasher	
1.4	2.0m Extra Heavy duty medium size slasher	
1.5	1.5m Heavy duty medium size slasher	
1.6	1.8m Heavy duty medium size slasher	
1.7	2.0m Heavy duty medium size slasher	
<b>2</b>	<b>MEDIUM DUTY ROTARY MOWER</b>	
	Medium duty rotary mower for developed areas	
<b>3</b>	<b>RIDE-ON MOWERS</b>	
3.1	Large Ride-On mower (1550mm)	
3.2	Small Ride-On Mower (1270mm)	
<b>4</b>	<b>WALK BEHIND MOWERS</b>	
4.1	750mm Self-propelled walk behind mower	
4.2	Box/Push mowers	
4.3	Push mower - Utility mower	

**BID NO.: A009 – 2021/22 SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE INCLUDING VAT</b>
<b>5</b>	<b>BRUSH CUTTERS</b>	
5.1	Large brush cutter	
5.2	Medium brush cutter	
5.3	Brush cutter low co2 emission	
<b>6</b>	<b>TREE CARE EQUIPMENT</b>	
6.1	Large Chainsaw	
6.2	Medium chainsaw	
6.3	Small Chainsaw	
6.4	Pole Pruner - Fully telescopically adjustable: HT131	
<b>7</b>	<b>POISON SPRAYER</b>	
7.1	Tractor mounted Poison sprayer	
7.2	LDV mounted poison sprayer	
<b>8</b>	<b>HEDGE SHEAR</b>	
	Hedge shear	
<b>9</b>	<b>BRANCH CHIPPERS</b>	
9.1	Medium truck drawn branch chipper	
9.2	Large truck drawn branch chipper	
<b>10</b>	<b>STUMP GRINDER/CUTTER</b>	
10.1	Tractor mounted PTO driven stump grinder/cutter	
10.2	Small stump grinder/cutter	
10.3	Medium stump grinder/cutter	
10.4	Large stump grinder/cutter	

**PRICING SCHEDULE**  
**SPARES FOR EXISTING EQUIPMENTS**

ITEM	DESCRIPTION	NAME OF THE MANUFACTURER & MODEL	UNIT PRICE INCLUDING VAT
1.	SKIDS (1.5 METRE REAPER SLASHER) WITH BOLTS, NUTS & WASHERS	REAPER	
2.	BLADES, BOLTS, NUTS, WASHERS & SPACERS	REAPER	
3.	HEAVY DUTY GEARBOX (REAPER SLASHER, 4 HOLES)	REAPER	
4.	CLEVIS STRAPS FOR 1.5M REAPER SLASHER	REAPER	
5.	DISC FOR 1.5M REAPER SLASHER	REAPER	
6.	TOP LINK (CAT 2/L648/FS 318)	REAPER	
7.	BOLTS AND NYLOCK NUTS 24 SPANNER SIZE FROM DISC TO HUB FOR 1.5M	REAPER	
8.	PTO DRIVE SHAFTS FOR SLASHERS	REAPER	
9.	PISTONS WITH RINGS (MITSUBUSHI TU43 BRUSHCUTTER)	MITSUBUSHI TU43 BRUSHCUTTER	
10.	CYLINDER	MITSUBUSHI TU43 BRUSHCUTTER	
11.	CARBURATORS	MITSUBUSHI TU43 BRUSHCUTTER	
12.	PETROL TANKS	MITSUBUSHI TU43 BRUSHCUTTER	
1313	GEARBOX	MITSUBUSHI TU43 BRUSHCUTTER	
14.	RINGS	MITSUBUSHI TU43 BRUSHCUTTER	
15.	CLUTCH	MITSUBUSHI TU43 BRUSHCUTTER	
16.	PLUGS (BM 6A)	MITSUBUSHI TU43 BRUSHCUTTER	
17.	HUSQUAVANA MULTI 275-4 BLADE 1 INCH CENTRE	HUSQUAVANA	
18.	V-BELT (B2130/B82/17X2083L1)		
19.	CHAINS (30CM GUIDE BAR)	POLE PRUNER HT 131 STIHL	
20.	GUIDE BARS 30CM	POLE PRUNER HT 131 STIHL	

**BID NO.: A009 – 2021/22 SUPPLY, DELIVERY AND OFFLOADING OF VARIOUS HORTICULTURAL EQUIPMENT AND SPARES**

21.	SPROCKETS	POLE PRUNER HT 131 STIHL	
22.	DRIVE GEAR (METAL SQUARE & PLASTIC GEAR)	POLE PRUNER HT 131 STIHL	
23.	PLUGS (CMR 6H)		
24.	38CM GUIDE BAR	STIHL CHAINSAW MS381	
25.	75CM GUIDE BAR	STIHL CHAINSAW MS880 STIHL	
26.	CHAINS (75CM GUIDE BAR )	STIHL CHAINSAW MS880	
27.	CHAINS (38CM GUIDE BAR)	STIHL CHAINSAW MS381	

**NB: PLEASE NOTE:**

Escalation will be based on the following For Purchases only:

- The prevailing Rand I Dollar exchange rate as at the date of order;
- Increased manufacturer price at the time of order.
- CPI?

**QUOTED PRICE:**

If any portion of the bid contains imported goods, that portion must be indicated (%) and based on a rate of exchange of ....., for evaluation purposes.

Bidders must note that the final rate of exchange will be the rate applicable on date of invoice.  
YOUR MAXIMUM FOREIGN CONTENT APPLICABLE TO THIS BID IS:

Insert your foreign content Percentage as requested on the above pricing schedule per item (%)

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



**26. SCHEDULE OF OMISSIONS AND VARIATIONS FROM THE SPECIFICATION**  
**(To be completed by the Bidder)**

Tenders will be held to be entirely in accordance with the Department's specification except in the respects stated hereunder and goods will be subject to rejection if it is found on delivery that it does not comply with the prescribed specification.

If the tender complies with the specification in all respects, the tenderer must state so here:-

NAME OF TENDERER (IN FULL):

NAME OF PERSON AUTHORISED TO SIGN THIS TENDER (IN FULL):

**NAME OF TENDERER** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**PLACE** : \_\_\_\_\_

**27. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER**

<b>Employer (Name, Tel, Fax, Email)</b>		<b>Contact person (Name, Tel, Fax, Email)</b>		<b>Nature of Work</b>	<b>Value of Work (Incl. Vat)</b>	<b>Date Completed</b>
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**25. DECLARATION BY BIDDER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	
<b>Witness 1</b>		<b>Witness 2</b>	