



**TENDER DOCUMENT**  
**THE SUPPLY AND DELIVERY OF 2005 USED TIPPER TRUCK (CAPACITY- 5CUBE), SECOND HAND**

**GOODS.ONCE OFF**

**UMSOBOMVU**

**MUNICIPALITY BID NO:**

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**MI-RF01-7/2020**

**ISSUED BY:**

**Umsobomvu  
Municipality Private Bag  
X6 Colesberg  
9795**

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**NAME OF BIDDER: .....**

**CONTACT PERSON: .....**

**POSTALADDRESS.....**

**TEL NO:.....**

**FAX NO :.....**

**BIDDERS AMOUNT.....(VatInc.)**

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020  
TENDER DESCRIPTION:**

**THE SUPPLY AND DELIVERY OF 2005 USED TIPPER TRUCK (CAPACITY- 5CUBE), SECOND HAND  
GOODS.ONCE OFF**

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**GENERAL TENDER INFORMATION**

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**TENDER ADVERTISED** : 26 JULY 2020

**CLOSING DATE** : 17 AUGUST 2020

**CLOSING TIME** : 12:00 pm

**VENUE** : Umsobomvu Municipality  
21A Church Street  
COLESBERG  
9795

**TENDER BOX** : Umsobomvu Municipality  
21A Church Street  
COLESBERG  
9795

Insert the sealed, correctly marked envelopes containing the Tender Document (which includes the Form of Offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the Tender box.

UMSOBOMVU MUNICIPALITY

BID NO. M-RF01-7/2020

TENDER DESCRIPTION:

THE SUPPLY AND DELIVERY OF 2005 USED TIPPER TRUCK (CAPACITY- 5CUBE), SECOND HAND GOODS.ONCE OFF

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**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF0-7/2020**

**TENDER DESCRIPTION:**

**THE SUPPLY AND DELIVERY OF 2005 USED TIPPER TRUCK (CAPACITY- 5CUBE), SECOND  
HAND**

**GOODS.ONCE OFF**

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**Part T1: TenderingProcedure**

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**PAGE**

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

**THE SUPPLY AND DELIVERY OF 2005 USED TIPPER TRUCK (CAPACITY- 5CUBE), SECOND HAND**

**GOODS.ONCE OFF**

**T1.1 Tender Notice and Invitation to Tender**

Umsobomvu Municipality invite professional service providers to submit proposals for the following services:

<b>PROJECT NO</b>	<b>PROJECT DESCRIPTION</b>	<b>PROJECT DETAILS</b>	<b>CLOSING DATE</b>
M-RF01-7/2020	<b>THE SUPPLY AND DELIVERY OF 2005 USED TIPPER TRUCK (CAPACITY-5CUBE), SECOND HAND  GOODS.ONCE OFF</b>	<b>THE SUPPLY AND DELIVERY OF 2005 TO 2009 USED TIPPER TRUCK 5CUBE ,THAT IS ROAD WORTHY AN IN THE GOOD CONDITION AND ACCIDENT FREE.</b>	<b>17 – 08 - 2020</b>

All bidders will be adjudicated and awarded in terms of the Umsobomvu Municipal Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and the regulations promulgated under, this act shall apply in the evaluation and awarding of the bid.

**No compulsory briefing session will be held due, to covid 19.**

Sealed proposals, endorsed with the corresponding Tender Number and Description must be placed in the tender box at the office of Umsobomvu Municipality in Colesberg. Postal delivery to reach Umsobomvu Municipality, Private Bag X6, Colesberg, 9795, not later than **12:00 pm on Monday, 17 August 2020**, after which the tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late proposals will not be accepted. Late, incomplete, electronic or telegraphic proposals will not be considered.

Queries relating to the tender may be addresses directly to Messrs' Ntsane. J. Mohlomi or Takalani Tshikundu- 051 753 0777.

Declaration of Interest forms are available on the web-site ([www.umsobomvumun.co.za](http://www.umsobomvumun.co.za)) which must be filled out and submitted with the tender.

**TENDERES SHOULD TAKE NOTE OF THE FOLLOWING CONDITIONS**

- Tenderers must supply with their tender a valid Tax Clearance certificate.
- All tenders should hold good for 90 days from closing date.
- Tenderers must submit a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or service provider i.r.o. payments which is overdue more than 90 days.
- All tenderers must be registered on the Central Supplier Database (CSD), National Treasury and with compliant tax status for at least not older than 30 Days on the closing date.
- Tenderers must have certified evidence of BBBEE status issued by SANAS, IRBA or SANAS and sworn affidavit, accredited agents if claiming preference.
- Umsobomvu Municipality does not bind itself to accept the lowest tender or any tender, and reserves the right to accept the whole or part of the tender.
- **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS**

**FOLLOWS**, The bid will be evaluated on the following

criteria: Price = 80 points,

BBBEE = 20 points

**TOTAL = 100 points**

Notice No. TR02-7/2020  
Mr. A.C Mpela (Municipal Manager)  
Umsobomvu Municipality  
Private Bag X6  
COLESBERG  
9795

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

**THE SUPPLY AND DELIVERY OF 2005 USED TIPPER TRUCK (CAPACITY- 5CUBE), SECOND HAND**

**GOODS.ONCE OFF**

**T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

**F.1 General**

**F.1.1 Actions**

“The Employer is the Umsobomvu Local Municipality, represented by the Municipal Manager.

**Tender Documents**

**F.1.2**

“The following documents form part of this tender:

1. This tender document issued by the Employer, **BID No.: M-RF01-7/2020** The supply and delivery of 2005 to 2009 used 5cube Tipper Truck that is Road worthy an in good condition , once off is bound:

## **The Tender**

### **Part T1: Tendering Procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

### **Part T2: Returnable Documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

## **The Contract**

### **Part C1: Agreement and Contract Data**

C1.1 Form of offer and acceptance

C1.2 Contract data

### **Part C2: Pricing Data**

C2.1 Pricing instructions

### **Part C3: Scope of Work**

C3.1 Scope of work

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer.”

## **Communication and Employer’s Technical Staff**

F.1.4

The Project Manager who will be representing the Employer for the purposes of any communication between the Employer and Tenderer, is:

**Name:** Project Manager, Mr. NJ. Mohlomi

**Postal address:** No 21a Church Street, Colesberg, 9795.

**Tel:** 051 – 753 0777/0724669941

**Fax:** 051 – 753 0574

Attention is drawn to the fact that verbal information given by the Employer’s representative prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally to Tenderers will be regarded as amending the tender documents.”

F1.6 **Procurement Procedures**

F1.6.1 **General**

“The Employer does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or only part of a tender if, (a) the tender amounts received are too high; (b) the tender do not comply with the specific tender goals, or (c) objective criteria exist which justify or necessitate the non-acceptance of any tenders.”

F.2 **Tenderer’s Obligations**

F.2.1 **Eligibility**

“Only those tenderers who satisfy the following eligibility criteria are eligible to have their tenders evaluated:

F.2.1.1 **Registration as Service Provider**

The Employer will only enter into a formal contract with a Tenderer who is registered on the Umsobomvu Local Municipality Supplier Database as service provider and has been issued with a registration number.

Tenderers who are not registered and verified on the Umsobomvu Local Municipality Supplier Database are not precluded from submitting tenders and quotations, but must be registered and verified before the evaluation and adjudication of the tender. It is the responsibility of tenderers to ensure that this requirement is complied with prior to the closing date of the tender. In the case of Joint Venture partnerships these requirements will apply to each party to the Joint Venture.

Tenderers who wish to register as service providers on the Umsobomvu Local Municipality Supplier Database can collect registration forms from the following locations:

**Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795**

**Local Office:** Not applicable.

**F.2.1.3 Broad-Based Black Economic Empowerment Status Level Certificate**

Submit their Broad-Based Black Economic Empowerment status level certificate or certified copy thereof issued by a registered verification agency in accordance with the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2011.

**F.2.1.3 Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will prejudice the tender and it will be rejected for such reason. Each party to a Consortium/Joint Venture shall submit a separate valid Tax Certificate.”

**F.2.1.4 Clarification Meeting**

“No clarification meeting will be held, due to COVID 19. The Tender Documents will be available from Monday, 03 August 2020 during office hours at the Umsobomvu Local Municipality municipal offices at 21A Church Street, Colesberg, 9795.”

**F.2.1.5 Submitting a Tender Offer**

F.2.1.6 “Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. “Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.”

“The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of several firms forming the joint venture, and other information necessary to permit a full appraisal of its function.”

“The Employer’s address for delivery of tender offer and identification details to be shown on the tender offer package are:

**Physical Address:** Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795

Name and address of tenderer: (to be inserted by tenderer).

Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the abovementioned address.” “A two-envelope procedure will not be followed.”

**F.2.1.7 Closing Time**

“The closing time for submission of the tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mail tender offers will not be accepted.”

**F.2.1.8 Tender Offer Validity**

“The tender offer validity period is 90 days.”

**F.2.1.9 Clarification of Tender Offer after Submission**

“A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer’s written request.”

**F.2.1.10 Certificates**

**Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will prejudice the tender and it will be rejected for such reason.

Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate.”

**F3 The Employer's Undertakings**

**F.3.1 Opening of Tender Submissions**

"The time and location for opening of the tender offers is:

**Date:** 19 August 2020

**Time:** 12:00 pm

**Location:** Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795

Tenders will be opened immediately after the closing time for tenders at 12h00 pm."

**F.3.2 Test for Responsiveness**

"Tenders will be considered non-responsive if, inter alia:

The tenderer has not completed and signed the Offer portion of Part C1.1 Form of Offer and Acceptance.

The tenderer does not comply with the eligibility criteria listed in F2.1 above.

The tenderer does not achieve the prerequisite points for quality as listed in this document.

The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request."

**F.3.3 Evaluation of tender offers  
General**

"The procedure for the evaluation of responsive tenders is Method 2.

**Note:** If, after tenders have been brought to a comparative level, two or more tenders score equal total evaluation points, the recommended Tenderer shall be the one scoring the highest preference points."

#### **F.3.4 Scoring Preferences**

“Preference scoring will be based on the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000): Preferential Procurement Regulations, 2011, in terms of Government Notices R.501 and R.502 of 8 June 2011, Government Gazette No. 34350.”

#### **F.3.5 Acceptance of Tender offer**

“Tenders offers will only be accepted if:

- a) The Tenderer has in his or her possession an original Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- b) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) the Tenderer has not:
  - i) abused the Employer’s Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interest of the Employer or potentially compromise the tender process.”

#### **F.3.6 Provide Copies of the Contract**

“The number of paper copies of the signed contract to be provided by the Employer is one.”

#### **F4 Additional Conditions of Tender**

Insert the following additional conditions of tender:

##### **"F.4.1 Invalid Tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) If the tender offer is not submitted on the Form of Offer and Acceptance found into this tender document (form C1.1 Part C1: Agreements and Contract Data);
- b) If the tender is not completed in non-erasable ink;
- c) If the offer has not been signed;
- d) If the offer is signed, but the name of the tenderer is not stated or is indecipherable.

##### **F.4.2 Negotiations with Preferred Tenderers**

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process as preferred Tenderers provided that such negotiation:

- a) does not allow any preferred Tenderer a second or unfair opportunity;
- b) is not to the detriment of any other Tenderer; and
- c) does not lead to a higher price than the Tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

##### **F.4.3 General Supply Chain Management Conditions Applicable to Tenders**

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
  - i) Full name;
  - ii) identification number or company or other registration number; and
  - iii) tax reference number and VAT registration number, if any;
- b) has indicated whether:
  - i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - ii) the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
  - iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months;
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:

- i) who is in the service of the state;
- ii) if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
- iii) who is an advisor consultant currently contracted with the Municipality.

In this regard, Tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender being rejected.

#### **F.4.4 Combating Abuse of the Supply Chain Management Policy**

In terms of the District's Supply Chain Management Policy, the Employer may reject the tender of any Tenderer if that Tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, Tenderers shall complete Schedule 12, Part T2.2: Returnable Schedules: Declaration in terms of the Municipal Finance Management Act. Failure to complete this schedule may result in the tender being rejected.

#### **F.4.5 Consultancy Services Provided to Organs of State**

In terms of the Municipal Supply Chain Management Regulations (Notice 868 of 2005), and the District's Supply Chain Management Policy, Tenderers must furnish the Municipality with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required should include services provided by all office's country wide.

In this regard, Tenderers shall complete Schedule 13, Part T2.2: Returnable Schedules. Failure to complete this schedule may result in the tender being rejected.

#### **F.4.6 Price Variations**

The rates, prices, multipliers and percentages (as applicable) tendered in the activity schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

#### **F.4.7 Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act (No 85 of

1993) and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

#### **F.4.8 UIF Payments**

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

#### **F.4.9 Claims Arising After Submission of Tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, scope of Work and Price Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- a) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract,
- b) visit the site of any proposed works, and
- c) requested the Employer or his duly authorized agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

#### **F.4.10 Imbalance in Tendered Rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by the Employer.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender."

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

The Supply and Delivery of 2005 used 5cube Tipper Truck, once off.

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**Part T2: Returnable Documents**

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**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

The Supply and Delivery of 2005 used 5cube Tipper Truck once off.

**T2.1 List of Returnable Documents**

The tenderer must complete the following Returnable Documents:

**1. Returnable Schedules required for tender evaluation purposes**

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE .....	24 - 25
2: AUTHORITY OF SIGNATORY .....	26
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES .....	27
4: PROFESSIONAL INDEMNITY INSURANCE .....	30
5: DECLARATION OF GOOD STANDING REGARDING TAX.....	31
6: ISO 9001: 2008 CERTIFICATION .....	35
7: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT .....	36
8: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE .....	37

**2. Other documents required for tender evaluation purposes**

- Documentary evidence/proof of authority of signatory - append to Schedule 2.
- A copy of the Joint Venture Agreement (if applicable) - append to Schedule 3.
- An original valid Tax Clearance Certificate issued by the South African Revenue Services - append to Schedule 7.
- Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 11.

**3. Returnable Schedules that will be incorporated into the Contract**

9: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	39
10: ALTERATIONS/AMENDMENTS BY TENDERER.....	40

**4. Other documents that will be incorporated into the contract**

11: PREFERENCE POINTS CLAIMED SCHEDULE.....	41
12: CONFIRMATION OF ENTERPRISE REGISTRATION .....	42

**5. C1.1 The offer portion of the C1.1 Offer and Acceptance**

**6. C1.2 Contract Data (Part 2)**

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**NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN NON - ERASABLE INK!!**

**UMSOBOMVU MUNICIPALITY**

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**SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....  
 .....  
 .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

<b>Section 4: Particulars of sole proprietors and partners in partnerships</b>		
<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

\*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> a member of any municipal council</li> <li><input type="checkbox"/> a member of any provincial legislature</li> <li><input type="checkbox"/> a member of the National Assembly or the National Council of Province</li> <li><input type="checkbox"/> a member of the board of directors of any municipal entity</li> <li><input type="checkbox"/> an official of any municipality or municipal entity</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> an employee of any provincial department, national or provincial department, public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)</li> <li><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity</li> <li><input type="checkbox"/> an employee of Parliament or a provincial legislature</li> </ul> |
|--|---|

**If any of the above boxes are marked, disclose the following:**

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council   an employee of any provincial department, national or provincial public entity or constitutional institution
- a member of any provincial legislature  within the meaning of the Public Finance the National Council of Province Management Act, 1999 (Act 1 of 1999)
- a member of the National Assembly or  a member of an accounting authority or provincial public entity
- a member of the board of directors of of any national any municipal entity  an employee of Parliament or a provincial legislature
- an official of any municipality or municipal legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED ON BEHALF OF TENDERER:** .....

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

The Supply and Delivery of 2005 used 5cube Tipper Truck once off.

**SCHEDULE 2 : AUTHORITY OF SIGNATORY (Company, Close Corporation or Partnership)**

In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the of submission of the tender that the tender has been signed by someone properly authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf of .....by virtue of the Articles of Association/Resolution of the Board of Directors\* or .....

\* Delete whichever is not applicable, or if neither are applicable, indicate alternate authority.

**NAME:** .....

**CAPACITY:** .....

**SIGNATURE:** .....

**DATE:** .....

**WITNESSES:** 1. .... 2. ....

**UMSOBOMVU MUNICIPALITY**

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**SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms .....

....., authorized signatory of the company, close corporation or partnership .....

....., acting in the capacity of lead partner, to sign all documents in

connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTORISED <del>SIGNATORY</del>
Lead partner		Signature..... ..... Name..... ... Designation..... .....
		Signature..... ..... Name..... ... Designation..... .....
		Signature..... ..... Name..... ... Designation..... .....
		Signature..... ..... Name..... ... Designation..... .....

**Note :**

A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

**SIGNED ON BEHALF OF TENDERER:**.....



- (i) have been satisfied in terms of the relevant Acts, or
- (ii) that suitable arrangements have been made with the Receiver of Revenue, to satisfy them.\*

.....  
SIGNATURE

.....  
CAPACITY

.....  
DATE

PLEASE NOTE:\* The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/ tax returns.

**Documentary evidence in the form of a valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall accompany this form.**

**SIGNED ON BEHALF OF TENDERER:** .....

**UMSOBOMVU MUNICIPALITY**

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**SCHEDULE 7 : DEALERSHIP CERTIFICATION**

If applicable, the tenderer shall append proof of their certified copy of dealership certification

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**SCHEDULE 8 : DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT (No. 56 of 2003)**

Item	Question	Yes	No
------	----------	-----	----

1.1	Is the tenderer 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? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	Yes	No
1.1.1	If so, furnish particulars:		
1.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (0)12 3265445).</b>	Yes	No
1.2.1	If so, furnish particulars:		
1.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
1.3.1	If so, furnish particulars:		
1.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the tenderer 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"/>
1.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

**\*where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule.**

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

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**SCHEDULE : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE**

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all office's country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

<b>CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE</b>				
<b>TITLE OF PROJECT</b>	<b>VALUE OF CONTRACT</b>	<b>EMPLOYER</b>	<b>DATE COMPLETE</b>	<b>SIMILAR</b>

**SIGNED ON BEHALF OF TENDERER:.....**

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

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**SCHEDULE : RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following Communications/Addenda/Notice(s) to tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

**SIGNED ON BEHALF OF TENDERER:** .....

**UMSOBOMVU MUNICIPALITY**

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The Supply and Delivery of 2005 used 5cube Tipper Truck once off.

**SCHEDULE : ALTERATIONS/AMENDMENTS BY TENDERER**

The tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the tenderer.

No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

<b>PAGE AND CLAUSE/ ITEM</b>	<b>ALTERATION/AMENDMENT</b>

**SIGNED ON BEHALF OF TENDERER:** .....

**UMSOBOMVU MUNICIPALITY**

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**SCHEDULE : PREFERENCE POINTS CLAIMED SCHEDULE**

The tenderer is referred to clause of the Tender Data and shall state below details of Broad-Based Black Economic Empowerment Status Level. Broad-Based Black Economic Empowerment Status Level Certificates must be appended to this schedule.

<b>B-BBEE STATUS LEVEL OF CONTRBUTOR</b>	<b>NO. OF POINTS FOR TENDERS LESS THAN R50 000 000</b>	<b>PREFERENCE POINTS CLAIMED</b>
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-Compliant Contributor	0	
Total	20 (max)	

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

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

**SIGNED ON BEHALF OF TENDERER**.....

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

The Supply and Delivery of 2005 used 5cube Tipper Truck Once off.

**SCHEDULE : CONFIRMATION OF ENTERPRISE REGISTRATION**

I/We understand that in terms of the Employer’s Procurement Policy, tenderers are required to be registered and verified on the Umsobomvu Local Municipality Suppliers Database and failure to do so will result in the non- allocation of evaluation points for preference.

**Registration as Service Provider on the Umsobomvu Local Municipality Supplier Database**

I/We hereby confirm my/our registration on the Umsobomvu Local Municipality Supplier Database and claim any evaluation points for preference as may be applicable in terms of such registration:

COMPANY NAME	REGISTERED YES / NO	REGISTRATION NUMBER, IF APPLICABLE OR ACKNOWLEDGEMENT OF RECEIPT OF APPLICATION

Tenderers who are not registered and verified on the Umsobomvu Suppliers Database are not precluded from submitting tenders and quotations, but must be registered and verified before the closing date in order to qualify for preference points. Contracts will not be concluded with tenderers who are not registered and verified on the Umsobomvu Local Municipality Supplier Database.

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

**SIGNED ON BEHALF OF TENDERER:** .....

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

The Supply and Delivery of 2005 used 5cube Tipper Truck once off.

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**Part C1: Agreements and Contract Data**

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Name and signature

-----  
(Name and address of organization)

of witness

Date:

-----

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

The Supply and Delivery of 2005 used 5cube Tipper Truck once off.

**Acceptance**

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 service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part T1: Tender Notice and Invitation to Tenderer
- Part T2: Returnable Documents
- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data 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 schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to 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 (now Professional Service Provider / Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature .....

Name .....

Capacity .....

**for the**

**Employer**

**Umsobomvu Local Municipality**

Municipal Manager Private

bag x6 Colesberg, 9795

Name and .....

signature

of witness .....

Date .....

**Schedule of Deviations**

- 1 Subject .....
- Details .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....
- 3 Subject .....
- Details .....
- .....
- .....
- 4 Subject .....
- Details .....
- .....
- .....
- 5 Subject .....
- Details .....
- .....
- .....

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

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

## UMSOBOMVU MUNICIPALITY

### BID NO. TR02-7/2020

The Supply and Delivery of 2005 used 5cube Tipper Truck once off

#### **C1.2 Contract Data**

##### **Part 1: Contract Data Provided by the Employer**

##### **General Conditions of Contract**

The General Conditions of Contract are the **Standard Professional Services Contract (September 2005)**, published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-formas attached to the standard Professional Services Contract (September 2005) on pages 16 to 23 shall not apply to this Contract and shall be replaced with the documentation bound into this tender document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

##### **Contract Specific Data**

The following contract specific data is applicable to this Contract:

The **Employer** is the **Umsobomvu Local Municipality**

##### **Clause 3.4 and clause 4.3.5:**

The authorized and designated representative of the Employer is the **Municipal Manager**.

The address for receipt of communication is:

Telephone : 051 – 753 0777

Facsimile : 051 – 753 0574

Postal Address : Private Bag X6, Colesberg, 9795

Physical address : Umsobomvu Local Municipality, 21A Church Street, Colesberg, 9795

**Tender description:** The project is for the: The Supply and Delivery of 2005 used 5cube Tipper Truck once off.

**Clause A**

“The Works are situated in and around (approximately 5km radius) in the town of Colesberg. Colesberg is located in the extreme eastern corner of the Northern Cape Province, on the N1/N9 route approximately 230km South of Bloemfontein towards Cape town and Port Elizabeth.”

**Clause B**

“Penalty

Notes: The Penalty amount will not be limited.

Penalty for misleading Council with wrong information provided in the returnable schedules, and information provided in this tender. Tender offer will be rejected.

The Supply and Delivery of 2005 used 5cube Tipper Truck once off.

**C1.2 Contract Data**

**Part 2: Data Provided by the Service Provider**

The Service Provider is: .....

Postal Address: .....  
.....  
.....

Physical Address: .....  
.....  
.....

Telephone: .....

Facsimile: .....

**The authorized and designated representative of the Service Provider is:**

Name: .....

The address for receipt of communication is;

Address: .....  
.....  
...

Telephone: .....

Facsimile: .....

**SIGNED ON BEHALF OF TENDERER:** .....



**SUMMARY PRICING SCHEDULE:**

I, the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

**SIGNED ON BEHALF OF TENDERER:** .....

**UMSOBOMVU MUNICIPALITY**

**BID NO. M-RF01-7/2020**

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**Part C3: Scope of Work**

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**UMSOBOMVU MUNICIPALITY**

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**C3.1 Scope of Work**

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**3.1.1 INTRODUCTION**

The Supply and Delivery of 2005 used 5cube Tipper Truck once off.

**3.1.2 OBJECTIVE**

The purpose of this document is therefore to invite tenders from suitable qualified Service

Provider for **Tender No:M-RF01-7/2020**: The Supply and Delivery of 2005 used 5cube Tipper Truck once off. Which will be evaluated using a financial offer, quality and preferences-based system as described in the tender data.

### **3.1.3 LOCATION OF THE WORKS**

The Works are situated in within the Central town of Colesberg, and upper town residential area, Colesberg is located on the main N1 road from Johannesburg to Cape Town at approximately 230 km of Bloemfontein.

### **3.1.4 PROCUREMENT**

The ability and capability of the service provider to supply goods and services required within the reasonable timeframe, deliver and supply goods or services that are acceptable quality in terms of SABS.

### **3.1.5 FORMAT OF COMMUNICATION**

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

### **3.1.6 CLAIMS FOR PAYMENT**

The Service Provider may submit interim claims for payment (invoices) as the supply of goods or services delivered and the municipality will make payment within 7 days, if there be any delay due to unforeseen circumstance, the municipality representative will communicate with service provider timeously.

### **3.1.7 EMPLOYERS RIGHT TO RECOVER COST**

The Employer reserves the right to recover the payment paid the service provider, in case where the goods or service delivered is not acceptable standards as certified by SABS.