CLUSTER

FINANCE

UNIT

CITY FLEET

DEPARTMENT

SUPPLY CHAIN MANAGEMENT

PROCUREMENT DOCUMENT: GOODS / SERVICES

Documents can be obtained either in hard copy or electronic format, issued by the eThekwini Municipality:

a) Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekwini Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

Tender No: 7G-4671

Title: Provision for panel beating services for light motor vehicles for thirty-six months

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: There will be no clarification meeting. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2022/12/02. Email questions and answers will be consolidated and posted on e-tenders/municipal website for the benefit of all tenders by 2022/12/08

Queries can be addressed to:

General / Contractual: Name; Tel:031 322 5091; eMail: Thembinkosi.Dlamini@durban.gov.za

Technical: Name; Phila Gamede Tel:031 322 5213; eMail: Phila.Gamede@durban.gov.za

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than:

Closing Date: Thursday, 15 December 2022

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: SUPPLY CHAIN MANAGEMENT

Issued: November 2022 **Document Version: 02/03/2022**

NAME OF TENDERER: .....

Tender Price: R ..... **VAT Registered: YES / NO** (circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.: 7G-4671

DESCRIPTION: **Provision for panel beating services for light motor vehicles for thirty-six months**

CLOSING DATE / TIME: Thursday, 15 December 2022 at 11:00am

All tenders must be submitted on official tender documentation issued in electronic format by the eThekwini Municipality. Electronically downloaded documentation should be printed by tenderer.

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested in writing to do so by the Employer, within the period contained in such a request. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If the tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

Registration on the eThekwini Municipality's Database can be done via website: https://ethekwinivendor.durban.gov.za/

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)

Name of Tenderer: ……

Postal Address: ……

Street Address: ……

E-Mail Address: ……

Telephone Number:				-					-						
Cell phone Number:				-					-						
Facsimile Number:				-					-						

	Circle / Tick Applicable
Is your entity registered on the eThekwini Municipality's supplier database?	YES / NO
If YES insert your PR Number:	PR ……..……....
Is your entity registered on the National Treasury Central Supplier Database (CSD)?	YES / NO
If YES insert your MAAA Number: …….....	MAAA ……..……....
Is your entity VAT registered?	YES / NO
• If YES insert Vat Registration Number: ……..…….....	……..……..……
Has an original and valid **Tax Clearance Certificate** (MBD 2) been **a**ttached?	YES / NO
Has a **Declaration of Interest** (MBD 4) been submitted?	YES / NO
Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?	YES / NO
Has a **B-BBEE Status Level Verification Certificate** (MBD 6.1) been submitted?	YES / NO
If YES, who was the certificate issued by? • An accounting officer as contemplated in the Close Corporation Act.	☐
• A verification agency accredited by the South African National Accreditation System (SANAS).	☐
• A registered auditor.	☐
• Sworn Affidavit.	☐
Has a **Declaration Certificate for Local Production and Content for Designated Sectors** (MBD 6.2) been submitted?	YES / NO
Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?	YES / NO
Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?	YES / NO
Are you the accredited representative in South Africa for the goods / services / works offered? If YES, enclose proof.	YES / NO

Signature of Tenderer: …… Date: ……

Name / Surname: …… (in block capitals)

Capacity under which this tender is signed: ……

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

(1) Defined words / phrases are printed in Italic font.
(2) Definitions apply to the singular as well as the plural.
(3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
(4) The words "bid" and "tender", and "bidder" and "tenderer" can be used interchangeably.
(5) All definitions as defined in the ***General Conditions of Contract*** are applicable to these ***Standard Conditions of Tender***. These definitions include:

- "Closing time"
- "Contract"
- "Contract Price"
- "Corrupt practice"
- "Countervailing duties"
- "Country of origin"
- "Day"
- "Delivery"
- "Delivery ex stock"
- "Delivery into consignees store or to his site"
- "Dumping"
- "Force majeure"
- "Fraudulent practice"
- "GCC"
- "Goods"
- "Imported content"
- "Local content"
- "Manufacture"
- "Order"
- "Project site"
- "Purchaser"
- "Republic"
- "SCC"
- "Services"
- "Supplier"
- "Tort"
- "Turnkey"
- "Written" or "in writing"

(6) **Bid or Tender**: The offer submitted in respect of an invitation to submit such an offer.
(7) **Bidder or Tenderer**: An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
(8) **Municipality**: The eThekwini Municipality, as represented by the duly authorised delegate, official or committee.
(9) **SCT:** Special Conditions of Tender (found in Section 3).
(10) **Week**: A period of seven (7) consecutive *days*.
(11) **Material Deviation**: A material deviation or qualification is one which, in the *Municipality's* opinion, would:
  (a) Detrimentally affect the scope, quality, or performance of the services or supply identified in the Scope;
  (b) Significantly change the *Municipality's* or the *Tenderer's* risks and responsibilities under the contract; or
  (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the ***Standard Conditions of Tender*** (Goods and Services), ***Special Conditions of Tender (SCT)***, ***General Conditions of Contract (GCC)*** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the ***Special Conditions of Contract (SCC)***, the ***Occupational Health and Safety Act*** (Act No. 85 of 1993), and the ***eThekwini Code of Conduct***.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the ***General Conditions of Contract*** and ***Special Conditions of Contract***. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) **General**

(a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
(b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted**.
(c) *Tenderers* may submit alternative solutions that, in the *Tenderer's* opinion, are to the *Municipality's* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) **Obtaining Tender Documentation**

All tenders must be submitted on official tender documentation issued (either in hard copy or in electronic format) by the eThekwini Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and bound by tenderer. Hard copy versions are available as indicated on the tender notice, for the non-refundable tender charge as indicated in the ***SCT*** (payment by Bank Cheques (where the Drawer of the Cheque is the Bank) OR cash). Tender documents must be collected no later than 3 days prior to close of tender.

(3) **Queries Relating to this Tender**

Queries can be directed to the person / Department as stated in the ***SCT***.

(4) **Briefing Session (Clarification Meeting)**

Details of the briefing session are stated in the ***SCT***.
Failure to attend a compulsory briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. Tenders will only be evaluated from those tendering entities appearing on the attendance list.

(5) **Closing Date and Delivery of Tender Submissions**

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer* , and addressed to the Head: Supply Chain Management Unit, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the ***SCT*** not later than the **date and time** as stated in the ***SCT***, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) **Tender Validity and Withdrawal of Tenders**

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the ***SCT***. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

(1) **Authority of Signatory:** In terms of Clause 4(10)(c) of the Conditions of Tender.

(2) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.

All Bidders must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekwini Municipal Area.

(3) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(4) **Consolidated Municipal Biding Documents** (which includes):

1. **MBD 2**: Tax Clearance Certificate Requirements: Bidders are to include with their tender submission a valid (at time of tender closing), tax clearance certificate OR Tax Clearance Status PIN, which has sufficient validity to ensure that the tender process is adequately covered. Non-submission, or submission of an expired certificate/ TCS PIN, will preclude Bidders from the tender process.
2. MBD 4: Declaration of Interest: All Bidders are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the Municipality involved in the evaluation process.

Regulation 44 of the Supply Chain Management Regulations states that a Municipality or Municipal Entity may not make any award to a person:

(i) Who is in the service of the state;
(ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
(iii) Who is an advisor or consultant contracted with the Municipality or municipal entity.

Should a contract be awarded and it is subsequently established that Regulation 44 has been breached, the Municipality shall have the right to terminate the contract with immediate effect.

3. MBD 5: Declaration for Procurement Above R10 Million (if applicable): For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
4. **MBD 6.1**: Preference Points Claim Form: For the awarding of Preference Points, Bidders are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

   The Municipality reserves the right to require of a tenderer, 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 Municipality.
5. **MBD 6.2**: Declaration Certificate for Local Production and Content for Designated Sector: If this tender is subject to "Local Content and Production", the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).
6. **MBD 8**: Declaration of Bidders Past Supply Chain Management Practices Form: This form serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
7. **MBD 9**: Certificate of Independent Bid Determination: Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)

- **Legal Status of Tenderer**
  It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:
  (I) the full registered name of the company making a *tender*; or
  (II) if the *Tenderer* is a person conducting business under a recognised trading name then:
    - State the name of the person(s);
    - State recognised trading name; and
    - State whether an owner, co-owner, proprietor, etc.

(b) **Signing of Official Tender Form**
Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) **Authority of Signatory**
Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) **Differences or Discrepancies**
Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the Tenderer, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the *SCT***.

5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

- **Nett Prices**
All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

- **Unit Prices**
Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the ***Conditions of Contract***.

- **Firm Tenders**
Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

- **Value Added Tax (V.A.T)**
Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may be in excess or less than the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT.***
(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. **RATES OF EXCHANGE**

(1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

(2) The *Supplier* shall on request:
   (a) Submit documentary proof of the rate of exchange; and
   (b) When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. **IMPORT PERMITS**

7. In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
8. *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
(3) In the event of a *tender* being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer* , unless otherwise provided for in the ***SCT***.

14. **EVALUATION PROCESS**

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekwini Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2017).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the ***SCT***.

The evaluation process of responsive *tenders* will be as follows:

d) Score each *tender* in respect of the financial offer made and preferences claimed (if any);
e) Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
   $T_{EV} = N_{FO} + N_P$ where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) **Evaluation points awarded for the financial offer:**

The financial offer will be scored using the formula:

$$N_{FO} = W\left(1 - \frac{P - Pm}{Pm}\right)$$

Where the value of W is:

(a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
   80 where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000;
(b) **Pm** is the comparative offer of the most favourable comparative offer; and
(c) **P** is the comparative offer of the *tender* offer under consideration.

(2) **Evaluation points awarded for preference:**

Up to 100 minus W (see (1) above) tender evaluation points will be awarded for preference to *Bidders* who attain the BBBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points where W = 90	Number of Points where W = 80
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

15. **BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**

(1) **Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) **Communication, Councillors and Officials**

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

(a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;

(b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and

(c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. **NEGOTIATIONS WITH PREFERRED BIDDERS**

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

(1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:

- Does not allow any preferred *Tenderer* a second or unfair opportunity;
- Is not to the detriment of any other *Tenderer* ; and
- Does not lead to a higher price than the *tender* as submitted.

(2) Minutes of such negotiations must be kept for record purposes.

(3) Such negotiation may be delegated by the Accounting Officer.

17. **CANCELLATION OF TENDER PROCESS**

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. **ACCEPTANCE OF BID**

(1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.

(2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.

(3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.

(4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.

(5) Tenders will only be accepted on condition that:

(a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .

(b) A valid (at time of close of tenders), original, Tax Clearance Certificate is included with the *tender* submission, which has sufficient validity to ensure the process is adequately covered;

(c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.

(6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.

(7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.

(8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.

(9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. **PAYMENT and FACTORING**

Payment will be as per the ***Conditions of Contract***.

Payment will be made only to the *Supplier(s).* Factoring arrangements will not be accepted.

20 **APPEALS**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The ***Standard Conditions of Tender*** (Goods / Services) make several references to the ***Special Conditions of Tender*** *(SCT)* for details that apply specifically to this tender. The ***Special Conditions of Tender*** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the ***Standard Conditions of Tender***.

Each item below is cross-referenced to the clause in the ***Standard Conditions of Tender*** to which it mainly applies.

SCT 3(1) **TENDER INFORMATION: General**

The tender document comprises of a cover page and 56 pages. If an electronic version is downloaded from the internet the entire document is to be printed on A4 sized paper and appropriately bound.

SCT 3(2) **TENDER INFORMATION: Obtaining Tender Documentation**

Documents can be obtained either in hard copy or electronic format, issued by the eThekwini Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekwini Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

SCT 3(3) **TENDER INFORMATION: Queries Relating to this Tender**

General and Contractual Queries are to be directed to:
Name; Tel:031 322 5091; eMail: Thembinkosi.Dlamini@durban.gov.za

Technical Queries are to be directed to:
Name; Phila Gamede Tel:031 322 5213; eMail: Phila.Gamede@durban.gov.za

SCT 3(4) **TENDER INFORMATION: Briefing Session**

There will be no clarification meeting. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2022/12/02. Email questions and answers will be consolidated and posted on e-tenders/municipal website for the benefit of all tenders by 2022/12/08

SCT 3(5) **TENDER INFORMATION: Closing Date and Delivery of Tender Submissions**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Thursday, 15 December 2022** at **11:00am**.

SCT 3(6) **TENDER INFORMATION: Tender Validity and Withdrawal of Tenders**

Tenders must hold good until 16:00 of the **12th week** following the date on which tenders are opened.

SCT 14 **EVALUATION PROCESS**

STEP 1 – Mandatory Requirements

- An onsite inspection in terms of section 10 (Annexure 2) will be conducted on the tenderers premises to ensure that the technical and operational requirements of the tender have been met.
- The responsive bidders will be recommended for acceptance on the schedule of panel beaters and service providers on a panel consisting of groups.
- Only bidders that meet the requirements in step 1 would be evaluated in step 2.

STEP 2

- 80/20 evaluation method will be utilised.
- All responsive bidders in terms of overall total price points will be included in a panel.

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided in the relevant portions of the tender submission.

Tenderers who wish to register on the CSD may do so via web address https://secure.csd.gov.za.

ACT 2 CONTRACTS PARTICIPATION GOALS (CPG)

As part of the Empowerment Strategy, City Fleet Unit has panel beating incubation program which seeks to assist emerging suppliers within the Automotive Sector focusing on Autobody repair.

City Fleet together with Supply Chain Management is currently developing a model to engage the emerging panel beaters within the eThekwini Municipal Area.

Bidders to note that eThekwini Municipality reserves the right to allocate some of the work to the emerging panel beaters that will be engaged through the above stated model.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in Section 2 (Clause 4): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

The Tender Form can be found in Section 9: “Official Tender Form”, and any additional schedules, forms, certificates can be found in Section 10: “Annexures”.

a) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: Clause 4(5)(c).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

……

hereby authorise Mr/Mrs/Ms ……

acting in the capacity of .....

to sign all documents in connection with the tender for Contract No. **7G-4671** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a “Resolution of the Board” in this regard.
If a Joint Venture : a “Power of Attorney” signed by the legally authorised signatories of all the partners to the Joint venture.

b) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

Account	Account Number: to be completed by tenderer.
Consolidated Account No.	
Electricity	
Water	
Rates	
Other	
Other	
Other	

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. **ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the Municipality**.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekwini Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : ..... (Block Capitals)

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

c) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT

Definitions

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.

3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.

4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.

5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME : ..... (Block Capitals)

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

d) CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following SECTIONS are required to be completed as part of this procurement document

Section	Description	Required?
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes
C	MBD4: Declaration of Interest	Yes
D	MBD5: Declaration for Procurement Above R10 Million	Yes
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors	No
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes
H	MBD9: Certificate of Independent Bid Determination	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

1. MSCM Regulations: "in the service of the state" means to be:
   (a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;
   (b) a member of the board of directors of any municipal enterprise;
   (c) an official of any municipality or municipal enterprise;
   (d) an emplo0yee of any national or provincial department, national or provincial public enterprise 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 enterprise; or
   (f) an employee of Parliament or a provincial legislature.
2. "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
3. Includes price quotations, advertised competitive bids, limited bids and proposals.
4. 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.

Ref	Description	Complete as Applicable

SECTION A : GENERAL ENTERPRISE INFORMATION

1.0	Full Name of bidder or his or her representative	
1.1	ID Number of bidder or his or her representative	
1.2	Position occupied in the enterprise	
2.0	Name of enterprise:	
2.1	Tax Reference number, if any:	
2.2	VAT registration number, if any:	
2.3	CIDB registration number, if any:	
2.4	Company registration number, if applicable:	
2.5	Close corporation number, if applicable:	
2.6	Supplier reference number (PR), if any:	PR:
2.7	South African Revenue Service Tax Compliance Status PIN :	
2.8	National Treasury Central Supplier Database registration number	MAAA:

3.0 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No. *
Use additional pages if necessary			

Ref	Description	Complete or Circle Applicable

SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1.0 In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5.0 Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .

6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za .

7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document

SECTION C : MBD 4 : DECLARATION OF INTEREST

No bid will be accepted from persons "in the service of the state[1]". 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 and/or take an oath declaring his/her interest. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0	Are you presently in the service of the state? If yes, furnish particulars :	YES	NO
2.0	Have you been in the service of the state for the past twelve months? If yes, furnish particulars :	YES	NO
3.0	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? If yes, furnish particulars :	YES	NO
4.0	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars :	YES	NO
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
6.0	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES	NO
7.0	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, furnish particulars:	YES	NO

8.0 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in **SECTION A**.

Ref	Description	Complete or Circle Applicable

SECTION D : MBD 5 : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO

SECTION E : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017).
Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
The Employer reserves the right to require of a tenderer, 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 Employer.

DECLARATION

1.0	B-BBEE Status Level of Contribution claimed:		
	Will any portion of the contract be sub-contracted?	YES	NO
	If YES, indicate:		
	(i) what percentage of the contract will be subcontracted?		
	(ii) the name of the sub-contractor?		
	Name : ……		
	(iii) the B-BBEE status level of the sub-contractor?		
	(iv) whether the sub-contractor is an EME?	YES	NO

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

Attach a B-BBEE Verification Certificate to the inside back cover of this procurement document

Ref	Description	Complete or Circle Applicable

SECTION F : MBD 6.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1.0 General Conditions

1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.

1.2 Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1- x / y] *100$$

Where : x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT).

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2.0 Definitions

2.1 “bid” includes written price quotations, advertised competitive bids or proposals;

2.2 “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4 “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5 “duly sign”means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6 “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7 “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8 “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3.0 The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
.....	..... %
.....	..... %
.....	..... %

Ref	Description	Complete or Circle Applicable

4.0 Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.
The relevant rates of exchange information is accessible on www.reservebank.co.za .
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

US Dollar : | Pound Sterling : | Euro : | Yen : | Other :

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5.0 Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? YES / NO

5.1 If yes, provide the following particulars:

(a) Full name of auditor: .....

(b) Practice number: ..... (c) Telephone number: .....
Cell number: .....

(d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6.0 Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

....
IN RESPECT OF BID No: ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity)

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

(a) The facts contained herein fall within my own personal knowledge.

(b) I have satisfied myself that:
(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

• Bid price, excluding VAT (y)	R
• Imported content (x), as calculated in terms of SATS 1286:2011	R
• Stipulated minimum threshold for local content (paragraph 3 above).....	%
• Local content %, as calculated in terms of SATS 1286:2011	%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Ref	Description	Complete or Circle Applicable

SECTION G : MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b) been convicted for fraud or corruption during the past five years;
c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questions must be answered.

1.0	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. If yes, furnish particulars : ……	YES	NO
2.0	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. If yes, furnish particulars : ……	YES	NO
3.0	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? If yes, furnish particulars : ……	YES	NO
4.0	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? If yes, furnish particulars : ……	YES	NO
5.0	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? If yes, furnish particulars : ……	YES	NO

SECTION H : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid.The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

1.0 I have read and I understand the contents of this Certificate;

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

Ref	Description	Complete or Circle Applicable

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

4.0 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;

5.0 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.

6.0 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding. (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.

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

8.0 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.

9.0 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.

10.0 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.

SECTION I : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) are within my personal knowledge and are to the best of my belief both true and correct;

2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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;

3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;

4.0 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

5.0 Certify that the B-BBEE status level of contribution indicated in Section E : Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 13 of the Preferential Procurement Regulations (2011) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;

6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed …… Date ……

Name …… Position ……

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The ***Conditions of Contract*** are the ***General Conditions of Contract*** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as ***GCC***.

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

a. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

b. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

c. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

d. "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.

e. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

f. "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.

g. "Day" means calendar day.

h. "Delivery" means delivery in compliance of the conditions of the contract or order.

i. "Delivery ex stock" means immediate delivery directly from stock actually on hand.

j. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

k. "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.

l. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

m. "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.

n. "GCC" means the General Conditions of Contract.

o. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

p. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

q. "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

r. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

s. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

t. "Project site," where applicable, means the place indicated in bidding documents.

u. "Purchaser" means the organization purchasing the goods.

v. "Republic" means the Republic of South Africa.

w. "SCC" means the Special Conditions of Contract.

x. "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 supplier covered under the contract.

y. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

z. "Tort" means in breach of contract.

aa. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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 supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(1) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(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 supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

- advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier 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 supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 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 supplier 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 suppliers 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 anti-dumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The ***Conditions of Contract*** make reference to the ***Special Conditions of Contract (SSC)*** for details that apply specifically to this bid. The ***Special Conditions of Contract*** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the ***Conditions of Contract***.

Each item below is cross-referenced to the clause in the ***Conditions of Contract*** to which it mainly applies.

SCC 1.2 **CONTRACT**

This contract is for the duration of thirty-six months

SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

SCC 11.1 **INSURANCE**

Municipality against all insurable risks during the currency of their working relationship with eThekwini Municipality including but not limited to the following:

- Public Liability
- Fire & Theft
- Fidelity Cover
- Motor traders internal and external cover
- Defective workmanship

Proof in the form of policy schedules need to be provided to EThekwini Municipality and proof of renewal when and if requested.

The contractor must accept full liability for losses or any damage incurred to all property of eThekwini Municipality irrespective of whether those damages and losses arose from the negligence or otherwise of the service provider or their employees, or an act or omission on the part of eThekwini Municipality their assigns, agents or employees.

The contractor will also be liable for all costs incurred, inclusive of legal costs of an attorney and own client basis.

The contractor will be responsible for all applicable excesses, deductibles, co-insurance and other costs payable.

Failure to ensure applicable insurance cover is in place for the duration of this agreement or any shortfall paid by the insurer will result the shortfall or the entire claim be the responsibility of the service provider

SCC 15.5 **WARRANTY**

A minimum warranty of 24 months shall be offered on all parts and workmanship. A minimum warranty of 10 years shall be offered for anti corrosion. Tenderers are compelled to provide details of warranties.

SCC 16.1 **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30

days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 **PRICES**

Prices are fixed for 12 months thereafter request for price variation can be made in line with CPI information referenced from Statistics South Africa.

SCC 21.1 **DELAYS IN THE SUPPLIER'S PERFORMANCE**

Failure to complete the work within the agreed completion date will attract a charge of 3% every three days of the delay.

SCC 22.1 **PENALTIES**

Should the time frames not be adhered to by the successful tenderer, eThekwini Municipality reserves the right to levy a proportional penalty as per the attached related hiring costs incurred due to the delay caused by the tenderer in whatever way whatsoever; at the sole discretion of the municipality. Tenderers to find the current rates applicable on the disc attached. Tenderers to note that the applicable rate is subject to changes from time to time in line with current ratings which will be made available on request.

Penalties shall be imposed for; however not limited to; incomplete work; poor workmanship; exceeding the allocated number of delivery dates; incorrect costing etc.

Should a panel beater be in default he will not be recalled to quote on any and all new work for a minimum period of 30 days.

Delays in the repair process without valid; legitimate reasons will result in a suspension of all further work allocation until further notice.

ADDITIONAL CONDITIONS OF CONTRACT

ACT3 **ESTIMATED WORKLOAD**

- The estimated amount of work outsourced varies on a month to month basis. It must be noted by the tenderers that EThekwini Municipality has their own panel shops whereby insourcing will take precedence and not all work will be outsourced as per this tender.
- The actual quantities outsourced are dependent on accident ratio; in-house capacities etc and the successful bidder shall be bound to perform accordingly if and so the municipality may actually require during the period of the contract.
- Successful tenderers are categorized into groups of panel beaters who are required to quote on a rotational system.

ACT4 **ALLOCATION OF WORK QUOTATIONS**

- Work is to be allocated on quotation bases and work will be allocated on the most responsive quote.
- Quotations are to be inclusive of any and all incidental costs that may be prevalent at the time of submitting a quotation.

ACT5 **ADDITION TO EXISTING PANEL**

- The Department be granted permission to re-advertise annually for new entrance and accreditations on the panel.

ACC1 **PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 **QUALITY OF PRODUCTS**

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC3 **SATISFACTORY PERFORMANCE**

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC4 **OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act:

The supplier **shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act**. The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC5 **DAMAGE TO PERSONS AND PROPERTY**

(1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

(2) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC6 **ESTIMATED QUANITITIES**

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

ACC7 **SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekwini boundary).

ACC8 **COLLECTION, DELIVERY AND TRANSPORTATION OF ETHEKWINI VEHICLES**

It is the responsibility of the contractor to collect and drop off EThekwini vehicles; which needs to be done prior to 3.30pm; Monday to Friday.

Collection points of EThekwini vehicle may vary from depot to depot; however the return of EThekwini vehicle is in most circumstances limited to the Alice Street Depot alternatively the respective depot of allocation.

All EThekwini Accident damaged vehicles must be transported on a roll-back tow truck; the use of sling backs is not allowed by EThekwini Municipality due to resulting damage. Where it is impractical to use a rollback for heavy duty vehicles, then a tow truck with equipped with a wheel /axle lifting mechanism will be utilized.

These services in respect of towage of vehicle may be out-sourced and the tenderer will be reimbursed. In these circumstances the service providers will need to submit repair costs inclusive of two charges as it will form part of the adjudication.

Upon collection/delivery of any and all EThekwini Municipality property, custody, control and all risks thereto passes onto the service provider or their allocated representative.

The tenderer will at all relevant time; be responsible for ensuring all applicable laws are followed.

Any and all traffic violations will be solely for the tenderers account.

The tenderer shall also ensure that its nominated employee has the necessary and applicable unendorsed coded licenses to drive the said vehicle in the respective classes.

The tenderer is required to be in possession of the relevant coded licenses when collecting a vehicle; should he not in possession of same the vehicle will not be released into his control and custody.

The tenderer will be allocated a driver ID key. No vehicle will be released to the tenderer should he not be in possession of his allocated touch key when collecting the vehicle.

ACC9 **PROCEDURE TO CARRY OUT REPAIRS**

11.1 This tender must abide with the motor assessment process approved by eThekwini Municipality. All communication needs to be done in writing.

11.2 The contractor is required to stipulate the number of days required for the repair on the quotation submitted.

11.3 The contractor is required to ensure vehicles are stripped for assessment within 1 working day and assessor's office is notified accordingly in writing. The assessor will not make prior appointments to assess, inspect, view work in progress or sign-off vehicles.

11.4 No repairs are to be commenced on the vehicle without written authorisation from City Fleet, via the assessor's office, and must be accompanied by an order number.

11.5 Any requests for additional work, must be done prior to proceeding with the ordering of parts or repairs, as all work must be assessed by the assessor and final authorization is sanctioned by EThekwini Municipality in writing, with an order number.

11.6 There shall be no deviation from the agreed assessed authorized quotation; without written authorization; i.e. changing a replacement to a repair etc.

11.7 All invoices and supporting documents need to be ready when the assessor is notified that an EThekwini vehicle is ready for sign-off.

11.8 If these documents are not ready when the assessor comes to sign the vehicle off, the vehicle will not be signed off.

11.9 Non-compliance with this will be treated as an administrative rejection.

11.10 Final costing and invoice submitted to eThekwini Municipality must have respective supporting invoices attached to the main invoice with traceable invoice numbers from all sources/suppliers.

11.11 All repairs prior to be undertaken shall have photographic proof. Replaced parts/panels shall be stored by the tenderer or taken by eThekwini Municipality's discretion for a period of 6 months, thereafter it can be disposed off in a suitable safe manner.

11.12 Should there be a delay with parts, written confirmation of same along with the supporting documents from the relevant supplier needs to be sent to the assessor and copied to City Fleet.

11.13 Once the assessor signs off a vehicle, it has to be delivered to the respective departments within 24hrs.

11.14 Under no circumstances are vehicles to be delivered without the assessor inspecting and signing the clearance on the vehicle; irrespective of the circumstances.

11.15 Should the vehicle be rejected the same protocol will be applicable as applied when requesting an inspection of a completed vehicle.

ACC10 **VEHICLE MONITORING SYSTEM**

All EThekwini Municipality vehicles are monitored by the City Fleet Vehicle Monitoring Service Centre. Contractors are obliged to ensure that all terms, conditions and procedures are adhered to.

This encompasses but is not limited to the necessary paperwork; licensing requirements and AARTO regulations etc.

Compliance shall be the sole obligation of the contractor in respect of their staff competencies.

The Vehicle Monitoring Service Centre is supported by an onsite contractor to respond to ground and air support in the event of a theft, hijacking etc. Contractors are to ensure that the movements of vehicles from the different work stations are coordinated and authorized by eThekwini prior to moving vehicles from the relevant base address tendered in this enquiry.

ACC11 **CATEGORIES OF VEHICLES**

The EThekwini Motor Fleet is broken down into the following categories of vehicles:

- Light
- Commercial
- Plant
- Other

ACC12 **COLLECTION, DELIVERY AND TRANSPORTATION OF ETHEKWINI VEHICLES**

It is the responsibility of the contractor to collect and drop off eThekwini vehicles; which needs to be done prior to 15:30 from Monday to Friday excluding public holidays.

Collection points of eThekwini Municipality vehicles may vary from depot to depot; however, the return of eThekwini Municipality vehicles is in most circumstances limited to City Fleet Headquarters located at Cross Street, Greyville, City Fleet Mobeni Depot located at 143 Pendlebury Road or alternatively the respective depot of allocation. Bidders should familiarize themselves with the various depots.

All eThekwini Municipality accident damaged vehicles **must** be transported on a roll-back tow truck. The use of sling backs is not allowed by eThekwini Municipality. Where it is impractical to use a rollback for heavy duty vehicles, then a tow truck with equipped with a wheel /axle lifting mechanism can be utilized.

Services in respect of towage of a vehicle may be out-sourced by the tenderer. The tenderer must meet the towing requirements with the selected out-sourced service provider by submitting evidence in this bid. The towing services shall be itemized on the invoice at cost from the out-sourced service provider with no markup by the prospective bidder.

Upon collection/delivery of any and all EThekwini Municipality property, custody, control and all risks thereto passes onto the service provider or their allocated representative.

The tenderer will at all relevant time; be responsible for ensuring all applicable laws are followed.

Any and all traffic violations will be solely for the tenderers account.

The tenderer shall also ensure that its nominated employee has the necessary and applicable unendorsed coded license to drive the said vehicle in the respective classes.

The tenderer is required to be in possession of the relevant coded licenses when collecting a vehicle; should he not in possession of same the vehicle will not be released into his control and custody.

The tenderer will be allocated a driver ID key. No vehicle will be released to the tenderer should he not be in possession of his allocated touch key when collecting the vehicle.

ACC13 **ESSENTIAL REQUIREMENTS**

The contractor needs to have the following essential requirements; and not limited to:

Must display signage as to the name of the entity comprising of the business and working hours;

Secure overnight parking for EThekwini vehicles;

Demarcation of paint preparation area;

Adequate lighting;

Adequate ventilation;

Covered working area;

All EThekwini vehicles need to be washed and vacuumed before delivery;

There needs to be adequate security to ensure the safe-keeping of EThekwini vehicles;

There must be adequate firefighting equipment including the registers and staff trained to use them;

Staff must be supplied with and use the necessary safety equipment;

All workmanship must carry the necessary guarantees and warranties as per the manufacturer's specification; as well as the minimum of 10 years on paint and on the paint application.

There must be a checklist for quality control; as well as a qualified Quality Controller;

A vehicle check-in must be completed;

The panel shop must have the necessary and competent staff; i.e. body builders, welders and spray painters;

There must be an adequate complaints procedure in place;

The panel shop needs to be equipped with the necessary equipment; containing but not limited to the following:
- spray booth with extraction system; compliant with the necessary and applicable laws. Which has to have an updated maintenance register in place and available for inspection; should the need arise.

- Spray guns;
- Adequate pressure hoses;
- polishing machines;
- paint mixing room with adequate ventilation (extraction fan to be located on the exterior of the building);
- Engine hoist.
- Trolley jacks;
- Trestle stands;
- Suitable compressor;
- Oxygen/acetylene flashback arrestors;
- Creepers;
- Orbital sander;
- Battery charger;
- Angle grinder;
- Tyre pressure gauge and pump
-Valid calibration certificates for all critical tools and equipment.

The panel shop must at all times ensure that same is in a clean and workable condition.

The panel shop is required to specify; taking into account the number of staff and handling capabilities; the maximum number of vehicle it may at any one time accommodate to repair.

ACC 14 CONTRACTS PARTICIPATION GOALS (CPG)

As part of the Empowerment Strategy, City Fleet Unit has panel beating incubation program which seeks to assist emerging suppliers within the Automotive Sector focusing on Autobody repair.

City Fleet together with Supply Chain Management is currently developing a model to engage the emerging panel beaters within the eThekwini Municipal Area.

Bidders to note that eThekwini Municipality reserves the right to allocate some of the work to the emerging panel beaters that will be engaged through the above stated model.

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

1. BACKGROUND

1.1.1. EThekwini Municipality was established in December 2000. The erstwhile Durban City Council decided to undertake its own insurance risks as from 1st August 1962, under a self-insurance scheme and established its internal self-insurance reserve fund.

1.1.2. The eThekwini Municipality's Self Insurance Reserve Fund provides a scheme of self-insurance for a variety of risks including, amongst others, Motor Vehicle Comprehensive insurance for the Municipality.

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1.1.3. The eThekwini Municipality intends awarding contracts to panel beaters/ body repairers to provide the various services as detailed in this tender for the restoration of the eThekwini motor fleet to prior accident collision, emanating out of however not limited to repairs arising out of accidents and maintenance of vehicles and liabilities arising from the comprehensive self-insurance in respect of the vehicle fleet , excluding those vehicles that are insured by external insurers, however including vehicles hired or leased to the municipality.

1.1.4. This enquiry is for inclusion on the contracted panel. Panel beaters/Body repairers will be grouped into respective categories. The respective groups will be required to furnish quotations on a pre-determined rotational system.

1.1.5. EThekwini Municipality has the facility to undertake accident damage, painting and maintenance repairs of this nature however due to the capacity constraints certain repairs, maintenance and painting will be outsourced. EThekwini reserves the right to selectively outsource these functions.

1.1.6. The intention of this enquiry is to inform a contracted panel of service providers to provide a written quotation at no cost to EThekwini Municipality.

2. **SCOPE**

The contractor will be required to provide the following services as well as other services that are implied or expressed stated in this tender document; which include and are not limited to:

Quoting (no cost to council) on vehicles as per scoping sheet faxed/emailed to their nominated fax/email address.

It must be noted that the scoping sheet is merely a guideline of the major damages noted to the vehicle however, panel beaters are requested to submit a detailed comprehensive quotation in respect of the damages sustained to the vehicle; within the required time frames.

Provide a daily updated register of all accident/incident damaged vehicles being repaired with the relevant information as well as work in progress (WIP).

Inform S.C.M/eThekwini Municipality official timorously of the delays experienced in respect of the repairs being carried out i.e. backorder on parts, poor supplier performance standards and provide the relevant proof from the suppliers thereof. Within 24 hours of the work being authorized.

Comply with all reasonable requests from the SCM Official and the assessor / his representative in respect of eThekwini Municipality Vehicles.

Upon issued an order collect the relevant vehicle within 24Hrs and disassemble same to ascertain hidden, unseen damage for an assessment.

Adhere to the allocated dates for repairs.

Adhere to all eThekwini Municipality rules, regulations and procedures as specified by the nominated assessors. All communication must be in writing to both the assessor's office and eThekwini Municipality officials.

Ensure eThekwini Municipality vehicles are delivered back to the depot within 24Hrs of sign-off by the assessor.

Carry out road test of vehicles whereby major repairs were undertaken.

This contract entails the provision of body repairs, de-rusting, painting, new vehicle colour change for the eThekwini Municipality vehicles.

The contractor will be compelled to comply with the procedures detailed in the technical specification including any amendments thereof.

3. PROCEDURE

The contractor is required to stipulate the number of days required for the repair processes in all quotations submitted.

The contractor is required to ensure vehicles are stripped for assessment within 1 working day and the assessor's office is notified accordingly in writing.

No repairs are to be commenced on the vehicle without written authorisation from the eThekwini Municipality/SCM official via the assessor's office; accompanied by an order number.

Any rrequests for additional need to be done prior to proceeding with the ordering of parts or repairing; as same needs to be viewed by the assessor and final authorization thereto will need be sanctioned by Ethekwini Municipality in writing.

There shall be no deviation from the agreed assessed authorized quotation; without written authorization; i.e. changing a replacement to a repair etc.

All invoices and supporting documents need to be ready when the assessor is notified that an eThekwini Municipality vehicle is ready for sign-off.

If these documents are not ready when the assessor comes to sign-off the vehicle, the vehicle will not be signed off.

Non-compliance with this will be treated as an administrative rejection.

Final costing and all necessary supporting invoices need to be attached to the invoice.

Should there be a delay with parts; written confirmation of same along with the supporting documents from the relevant supplier needs to be sent to the assessor and CC'd to eThekwini Municipality SCM.

Once the assessor signs off a vehicle, same must be delivered to the respective departments within 24hrs.

Under no circumstances are vehicles to be delivered without the assessor inspecting and signing the clearance on the vehicle, irrespective of the circumstances.

4. VEHICLE MONITORING SYSTEM

All eThekwini Municipality vehicles are monitored by the City Fleet Vehicle Monitoring Service Centre. All contractors are obliged to ensure all terms, conditions and procedures are understood, accepted and followed when the relevant touch keys are issued to the contractor.

This encompasses but is not limited to the necessary paperwork, licensing requirements and AARTO regulations etc.

Compliance thereto shall be the sole obligation of the contractor in respect of their staff competencies.

The Vehicle Monitoring Service Centre is supported by an onsite contractor to respond to ground and air support in the event of a theft, hijacking etc. Contractors are to ensure that the movements of vehicles from the different work stations are co-ordinate and authorized by eThekwini Municipality prior to moving vehicles from the relevant base address tendered in this enquiry.

CATEGORIES OF VEHICLES

The EThekwini Motor Fleet is broken down into the following categories of vehicles:

- Light
- Commercial
- Plant
- Other

5. MANDATORY REQUIREMENTS

7.5.1 For repairs of a *non-structural nature in respect of light motor vehicles*; the following requirements must be met over the minimum requirements in clause ACC15;

- Computerized mixing bench scale;
- Paint shop stands
- Short or medium wave infra-red lights
- Mobile dry flatting system with dust extraction for primer preparation or centralized complete dry flatting system
- Mobile dry flatting system with under floor dust extraction for primer preparation or centralized complete dry flatting system
- Primer spray bay with extraction and filtration
- Dent puller; with shrinking ability (electronic)
- Headlight focusing machine
- Paint thickness gauge
- 2 or 4 post hydraulic vehicle hoist

7.5.2 For repairs of a *non-structural nature in respect of commercial vehicles*; the following requirements must be met; over and above the clause ACC15 and 7.5.1:

- The relevant commercial spray booth

7.5.3 For repairs of a *major structural nature in respect of light motor vehicles*; the following requirements must be met; over and above the clause ACC15 and 7.5.1:

- Spray booth/ oven combination or spray booth with blowers for waterborne systems
- MacPherson strut or spring clamps

- Darkened working screens separating every work bay where welding or grinding operations are performed to protect all affected areas for work in progress
- Bench grinder
- MiG brazing machine
- Plasma cutter
- MiG/mag welder
- Welding hood
- Spot weld remover (machines and bits)
- Inverter spot welder
- set of universal bearing pullers
- Radiator pressure test kit or vacuum test kit
- Electronic vehicle body measurement system
- Floor mounted chassis straightening repair frame with 10ton pulling capacity and clamping equipment
- 2 x 10 Ton power sets and accessories (porta power)
- Aluminium bay.

7.5.4 For repairs of a ***major structural nature in respect of commercial vehicles***; the following requirements must be met; over and above the clause ACC15, 7.5.2 and 7.5.3:
Commercial chassis straightening equipment.

For repairs of a vehicle under factory warranty, approval compliance with the necessary OEM certification applicable.

6. MINIMUM TECHINICAL SPECIFICATIONS

The quality of the paint shall be of a standard in line with the internationally branded paint specifications approved by a vehicle manufacturer example Spies Hecker, PPG Automotive Coating, Standox and acceptable to eThekwini Municipality City Fleet.

When quoting for the repair; the price quoted shall be inclusive of the entire panel and not a portion thereof.

All parts quoted for a vehicle 5 years and under shall be the OEM part.

All parts quoted for a vehicle that is older than 5 years will be a replacement part.

All lamps irrespective of the age of the vehicle shall be OEM.

Windscreens and all glasses supplied under this enquiry must carry the S.A.B.S mark of approval or equivalent.

Windscreens supplied to the vehicles fitted with airbags must comply with the Original Equipment Manufacturers Specifications. (This also applies to the sealant/sika utilised).

Items categorised as Safety Components supplied under this enquiry must carry the SABS/SANS mark of approval.

7. STAFFING REQUIREMENTS

In order to carry out the above scope of work it is a requirement that the contractor has the following staff as minimum;

- Manager – to manage and attend regular meetings with Ethekwini Municipality and produce reports, attend to queries, liaise with the assessor and to comply with all relevant laws and regulations.
- Supervisor – to oversee all the artisans /artisan assistants/clerks
- Artisans - Spray painters/panel beaters
- Artisan Assistants - to assist artisan
- Clerks- to provided administration function in respect of job cards, costing, invoicing, updating etc.
- Quality Controller – responsible for all aspects of quality control in respect of workmanship etc.

The contractor is to ensure that all staff is qualified and have the necessary experience to undertake the work competently for the contract duration.

The contractor must ensure that the staff undergo regular training in respect of existing and new vehicles to be worked on.

The contractor shall employ, for the purpose of this contract, only such personnel that are competent and efficient to carry out their functions. eThekwini Municipality or its Authorized Representative may require the Tenderer to remove from the job forthwith any person employed by the contractor who, in the opinion of the eThekwini Municipality of it Authorized Representative, misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not again be employed upon this contract without the permission of eThekwini Municipality.

Tenderers are requested to provide a detailed number of staff that they intend using on this contract and their qualifications and certificates to be attached.

8. INTENTION TO APPOINTMENT

eThekwini Municipality, subject to the provisions of this tender, hereby intends to appoint tenderers to provide the panel beating and maintenance services and the contractor hereby accepts such appointment, on the terms and conditions set out in this tender.

The tenderer warrants in favour of eThekwini Municipality that it is presently and will be, by the commencement date, be in possession of all necessary consent and other authorities required for it to comply with its obligation in terms of this tender, and have made all reasonable enquiries, is not aware of any fact, matter or thing that may cause any such consent or authorities to be revoked or suspended. The tenderer further warrants that it is in possession of the necessary licences in order to conduct business of this nature. eThekwini Municipality intends awarding of this tender relying on such warranty, which is deemed to be a material warranty.

The tenderer shall be appointed and will act as an independent contractor to eThekwini Municipality and not as an agent of eThekwini Municipality.

9. ACCEPTANCE OF OFFER

It is the intention of eThekwini Municipality to consider the acceptance of the responsive bids for the entire contract period, accordingly the tenderers must ensure that tender document must be completed in full, as no part tender will be awarded.

Tenderers must submit the tenders on the official tender document as per the prescribed format.

eThekwini Municipality will accept offers based on the benchmark rates set at the time of tender. Any offers which are up to 20% higher than benchmark rates, will be subject to negotiations in terms of section 24 of the SCM policy. Any Offers that are higher than the tolerance level of 20% from the benchmark rates or below the benchmark rates (20%) will not be recommended/approved for this bid.

10. PRICING AND PAYMENT TERMS

- Tenderers are required to fill the pricing schedule attached.
- Tenderers are to clearly indicate the payment terms and settlement discounts offered.
- Mark-up on spares is limited to a maximum amount on all parts.
- Labour costs are as per the agreed Ethekwini labour rates and invoicing should reflect same.
- Invoices and supporting documents will be audited and needs to be retained for the duration of the warranty period.
- Prices are fixed for the first 12-month period of the contract, and thereafter adjusted annually using the CPI published by Statistics South Africa. Proof of this shall accompany the change at time of request.
- Incomplete quotations will be construed as a material divergence which may result in the offer being rejected.
- All surcharges need to be quoted
- The assessed and agreed authorized costs will constitute the total final amount of the repair for which Ethekwini Municipality will be liable and should there be an additional costs Ethekwini Municipality will not be liable for same unless written authorization has been given by both Procurement and the assessor.
- All invoices are made out to the eThekwini Municipality and not the user departments or City Fleet and physical addresses of the tenderer need to be on the Invoices.
- EThekwini's VAT number is 4880193505 and it has to appear on the invoice.
- It is a mandatory condition of Ethekwini Municipality that all supporting supplier invoices as well as the final costing be furnished along with the invoice to EThekwini Municipality.

11. CONTRACTORS OBLIGATIONS

- The tenderer shall provide all equipment, facilities, personnel and other resources as are necessary and incidental to the due performance and execution of its obligations arising out of this tender.
- The tenderer shall receive and process instructions fromeThekwini Municipality within the allocated time periods.
- Provide the service in strict compliance with all applicable laws.
- Refrain from any practice which may reflect adversely on the public image of eThekwini Municipality.

- At its own cost, obtain all necessary licenses and registrations from the relevant competent authorities to enable it to provide the service.

- The tenderer shall guarantee a priority service to eThekwini Municipality, which shall take precedence over any other services that it may be involved in at the time.

- The tenderer shall within the allocated time periods delivery the required quotations in whatever means nominated by eThekwini Municipality.

- The tenderer will daily provide eThekwini Municipality and their nominated representative a Work-in-progress report of all Ethekwini vehicles at their premises.

- The tenderer will upon collection of an Ethekwini vehicle strip same within 24hours and confirm via email to Ethekwini Municipality or nominated representative that the vehicle is stripped and ready for an assessment.

- The tenderer is bound to allow nominated eThekwini Municipality official and any of the nominated representative free and uninhibited excess to all Ethekwini vehicles on their premises with the view to inspect, assess etc.

- The tenderer shall complete the workmanship within the time allocated for same; which is a pre-determined number of days.

- The tenderer shall always communicate any queries; i.e. Notifications; additional, delays etc in writing to eThekwini Municipality and/or their nominated representative.

- The tenderer shall within 24Hrs of sign off by the EThekwini Municipality and/or their nominated representative to deliver the vehicle to EThekwini Municipality.

- It is a pre-requisite of this tender that the tenderer has sufficient working capital to ensure that the necessary capital is always available to outlay for the purchase and payment of parts and equipment necessary to carry out the functions specified in this tender. Any and all delays occasioned due to insufficient working capital will attract the applicable penalties.

12. REPORTS AND MEETINGS

It is a requirement that the contractor attends to any liaison meetings called by eThekwini Municipality and present any report requested of this contract.

13. ALLOCATION OF WORK QUOTATIONS

2. Work is to be allocated on quotation bases and work will be allocated on the most responsive quote.
3. Quotations are to be inclusive of any and all incidental costs that may be prevalent at the time of submitting a quotation.

SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES

Please note if the tenderer exceeds the eThekwini Municipality maximum rate it cannot be considered for this tender.

ITEM NUMBER	Unit of measure	TENDERER'S RATE EXCLUDING VAT	TENDERER'S RATE INCLUDING VAT
1. Labour rate light motor vehicles	per hour		
2. Labour rate commercial vehicles	Per hour		
3. Painting per panel Solvent based paint Standard Colours.	Per panel		
4. Painting per panel Solvent based paint Special Colours	Per panel		
5. Painting per panel Waterborne paint Standard Colours	Per panel		
6. Painting per panel Waterborne Special Colours	Per panel		
7. Parts			
8. Outwork			

SECTION 9: OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 7G-4671** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number: **PR**

C.S.D Registration Number: **MAAA**

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months? ☐ Yes ☐ No				
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months? ☐ Yes ☐ No				
Name of entity's member	**Position in Entity**	**Name of Relative (if applicable)**	**Name of State Institution**	**Nature of Relationship**
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below ☐ Yes ☐ No				
Name of entity's member	**Position in Entity**	**Name of Relative (if applicable)**	**Name of State Institution**	**Nature of Relationship**

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

*** Signature :** _____ *** Name** *(capitals)*: _____

Date: _____ **Capacity:** _____

*** Name of Business:** _____ **Tel:** _____

Address: _____ **Fax:** _____

_____

*** Denotes Mandatory Information**

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature: **Name** *(capitals)*:

Date: **Capacity:**

SECTION 10:

Annexure 1

List the staff with employee numbers and identity number together relevant qualifications that are going to be used on contract. If space is insufficient, include as annexure to contract on company letter head and duly signed by authorized representative of bidder.

NAME OF STAFF	DESIGNATION	IDENTITY NUMBER	TRADE QUALIFICATION	TRADE TESTED YES/NO

Annexure 2

This Annexure compromises of the site requirements that shall be confirmed when inspected by eThekwini Municipality officials. The essential requirements are compulsory whilst the categories thereafter in respect of light and commercial vehicles, non-structural and structural repairs are to determine the category of repairs the bidder can undertake based on their workshop capacity including tools and equipment.

Site Requirements		
Essential requirements		
Description	**YES/NO at the site**	**Remarks**
General items		
Secure overnight parking		
Security measures		
Demarcation of working areas and painting area		
Adequate lighting		
Adequate ventilation		
Covered working area		
Quality check and dispatch area		
Safety items (fire extinguisher, First aid, trained persons etc.)		
Personal Protective Equipment		
Workshop/Spray Booth items		
Spray guns		
Adequate pressure hoses		
Polishing machines		
Paint mixing room with adequate ventilation (extraction fan to be located on the exterior of the building)		
Engine hoist		
Trolley jacks		
Trestle stands		
Suitable compressor		
Oxygen/acetylene flashback arrestors		
Creepers		
Orbital sander		
Battery charger		
Angle grinder		
Tyre pressure gauge and pump		
Calibration certificates for critical tools and equipment		
Items for repairs of a non-structural nature in respect of light motor vehicles		
Computerized mixing bench scale		
Paint shop stands		
Short or medium wave infra-red lights		
Mobile dry flatting system with dust extraction for primer		

preparation or centralized complete dry flatting system		
Mobile dry flatting system with under floor dust extraction for primer preparation or centralized complete dry flatting system		
Primer spray bay with extraction and filtration		
Dent puller; with shrinking ability (electronic)		
Headlight focusing machine		
Paint thickness gauge		
2 or 4 post hydraulic vehicle hoist		
Items for repairs of a non-structural nature in respect of commercial vehicles		
Computerized mixing bench scale		
Paint shop stands		
Short or medium wave infra-red lights		
Mobile dry flatting system with dust extraction for primer preparation or centralized complete dry flatting system		
Mobile dry flatting system with under floor dust extraction for primer preparation or centralized complete dry flatting system		
Primer spray bay with extraction and filtration		
Dent puller; with shrinking ability (electronic)		
Headlight focusing machine		
Paint thickness gauge		
2 or 4 post hydraulic vehicle hoist		
Commercial spray booth		
Items for repairs of a major structural nature in respect of light motor vehicles		
Computerized mixing bench scale		
Paint shop stands		
Short or medium wave infra-red lights		
Mobile dry flatting system with dust extraction for primer preparation or centralized complete dry flatting system		
Mobile dry flatting system with under floor dust extraction for primer preparation or		

centralized complete dry flatting system		
Primer spray bay with extraction and filtration		
Dent puller; with shrinking ability (electronic)		
Headlight focusing machine		
Paint thickness gauge		
2 or 4 post hydraulic vehicle hoist		
Spray booth/ oven combination or spray booth with blowers for waterborne systems		
MacPherson strut or spring clamps		
Darkened working screens separating every work bay where welding or grinding operations are performed to protect all affected areas for work in progress		
Bench grinder		
MiG brazing machine		
Plasma cutter		
MiG/mag welder		
Welding hood		
Spot weld remover (machines and bits)		
Inverter spot welder		
set of universal bearing pullers		
Radiator pressure test kit or vacuum test kit		
Electronic vehicle body measurement system		
Floor mounted chassis straightening repair frame with 10ton pulling capacity and clamping equipment		
2 x 10 Ton power sets and accessories (porta power)		
Aluminum bay		
Items for repairs of a major structural nature in respect of commercial vehicles		
Computerized mixing bench scale		
Paint shop stands		
Short or medium wave infra-red lights		
Mobile dry flatting system with dust extraction for primer preparation or centralized complete dry flatting system		

Mobile dry flatting system with under floor dust extraction for primer preparation or centralized complete dry flatting system		
Primer spray bay with extraction and filtration		
Dent puller; with shrinking ability (electronic)		
Headlight focusing machine		
Paint thickness gauge		
2 or 4 post hydraulic vehicle hoist		
Spray booth/ oven combination or spray booth with blowers for waterborne systems		
MacPherson strut or spring clamps		
Darkened working screens separating every work bay where welding or grinding operations are performed to protect all affected areas for work in progress		
Bench grinder		
MiG brazing machine		
Plasma cutter		
MiG/mag welder		
Welding hood		
Spot weld remover (machines and bits)		
Inverter spot welder		
set of universal bearing pullers		
Radiator pressure test kit or vacuum test kit		
Electronic vehicle body measurement system		
Floor mounted chassis straightening repair frame with 10ton pulling capacity and clamping equipment		
2 x 10 Ton power sets and accessories (porta power)		
Aluminum bay		
Commercial spray booth		
Commercial chassis straightening equipment		