

SBM 29/24/25

Munisipale Kantoor
 Privaatsak X12
 VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Faks No.(022) 715-1304



Municipal Offices
 Private Bag X12
 VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Fax No.(022) 715-1304

TENDER DOCUMENT

TENDER NUMBER	SBM 29/24/25
TENDER DESCRIPTION	SUPPLY, HOSTING AND MAINTENANCE OF DATABASE SERVER FOR DRIVER, REFUSE BIN LOGGERS, ENGINE MANAGEMENT AND VEHICLE MONITORING SYSTEM FOR THE PERIOD 01 JULY 2025 TO 30 JUNE 2028.
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	
CSD NUMBER	MAAA.....

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
CLOSING DATE	28 MARCH 2025	CLOSING TIME	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Rosaire Farmer
Tel: 022 701 6945
Email: rosaire.farmer@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Gert Beneke (Manager: Mechanical Services)
Tel: 022 701 6942
Email: gert.beneke@sbm.gov.za

INSTRUCTION: HANDLING OF TENDER DOCUMENT

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Tenders generated from e-Tender:

E-TENDER DECLARATION

It is compulsory to confirm "Yes" or "No" on all line items **Yes/No**

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bound securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
If possible, Print the Tender document on both sides to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above.

I accept and approve all of the above.

SIGNATURE OF TENDERER

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT

- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms.
- Copies of company's municipal account/s or lease agreement**
- Copies of all director/s municipal account/s lease agreement(s) of residence.**
- Registration with professional body (If applicable).
- Samples Provided (If applicable).
- All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- Proof for claiming points for locality as required in MBD 6.1.
- Tax-compliant status on CSD.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: _____ Signature: _____

Capacity: _____

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PART A: INVITATION AND GENERAL INSTRUCTION

1. ADVERTISEMENT

SALDANHABAAI MUNISIPALITEIT

TENDER NOMMER: SBM 29/24/25

TENDER BESKRYWING: VOORSIEN, BEDRYF EN ONDERHOUD VAN DATABASISBEDIENER VIR DRYWER, VULLISDROMTELLERS, ENJINBESKERMINGSTELSE EN VOERTUIG MONITERINGSTELSE VIR DIE PERIODE 01 JULIE 2025 TOT 30 JUNIE 2028.

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. Rosaire Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 3 Maart 2025**.

Indien tenders verkry word, moet 'n nie-terugbetaalbare tender deposito van R278.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae: Gert Beneke (Bestuurder: Meganiese Dienste)

E-pos: gert.beneke@sbm.gov.za

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word **voor 12H00 op Vrydag, 28 Maart 2025** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R7/5-24, van 23 Mei 2024 sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
 Saldanhabaai Munisipaliteit
 Privaatsak X12
 VREDENBURG
 7380

SALDANHA BAY MUNICIPALITY

TENDER NUMBER: SBM 29/24/25

TENDER DESCRIPTION: SUPPLY, HOSTING AND MAINTENANCE OF DATABASE SERVER FOR DRIVER, REFUSE BIN LOGGERS, ENGINE MANAGEMENT AND VEHICLE MONITORING SYSTEM FOR THE PERIOD 01 JULY 2025 TO 30 JUNE 2028.

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. Rosaire Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 3 March 2025**.

If tenders are collected, a non-refundable tender deposit of R278.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries: Gert Beneke (Manager: Mechanical Services)

Email: gert.beneke@sbm.gov.za

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, **before 12H00 on Friday, 28 March 2025**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.

The 80/20 preference point system as contained in the Preferential Procurement Policy, R7/5-24, of 23 May 2024 will be used in the adjudication of this tender.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
 Saldanha Bay Municipality
 Private Bag X 12
 VREDENBURG
 7380

2. INSTRUCTION TO TENDERER:

2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

2.6 Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned.
- b) Tender documents may not be retyped.

- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.
- g) If a document is electronically completed, NO ALTERATIONS OR AMENDMENTS may be made to the content of the tender document. ALTERATIONS OR AMENDMENTS to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

2.7 Compulsory Documentation

2.7.1 Income Tax Clearance Certificate

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

2.7.2 Construction Industry Development Board (CIDB)

When applicable, a copy of the bidder's registration and grading certificate with the CIDB must be included with the tender.

2.7.3 Municipal Rates, Taxes and Charges

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

2.8 Authorized Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

2.12 Submission of Tender

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the **tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg by not later than 12H00 on the specified closing date.**
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

2.14 Contact with Municipality after Tender Closure Date

- a) Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
- b) If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality.
- c) Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.15 Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R7/5-24, of 23 May 2024, as well as the Municipality's Supply Chain Management Policy.

- a) B-BBEE
 - Original or originally certified B-BBEE certificate or Affidavit.
- b) Locality
 - i) Where the tenderer is the owner of the property:
 - ii) The municipal account must be registered in the trading name of owner of the property, for example:
 - Partnership (Lead company according to agreement).
 - Joint Venture (Lead company according to agreements and where daily operations are done).
 - Close Corporation (name of the CC).
 - Public Company "Limited or Ltd" (name of the company).
 - Private company / Proprietary company / (Pty) Ltd (name of the company).
 - Non-Profit Company "NPC" (name of the company).
 - State Owned Company "SOC" (name of the SOC).
 - In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.

- In the case of a Private Company (Pty) Ltd. (small businesses) which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

c) Where the tenderer is not the owner of the property:

i) Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
 - OR
- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - ✓ That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.
 - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - ✓ The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
 - ✓ If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
 - ✓ The owner of the property must confirm the following:
 - ✓ That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.

- ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
- ✓ The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- ✓ If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- ✓ NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

- d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:
- i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
 - ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS ARE NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.21 Wrong Information Furnished

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

2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Rosaire Farmer, Tel: 022 701 6945 or e-mail rosaire.farmer@sbm.gov.za. Enquiries regarding the specifications may be addressed to Gert Beneke (Manager: Mechanical Services), Tel: 022 701 6942 or email at gert.beneke@sbm.gov.za.

2.23 Submission of Invoices:

Where the value of an intended contract will exceed R 1 000 000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- **The words "TAX INVOICE" in a prominent place;**
- **Name, address and VAT registration number of the supplier;**
- **The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;**
- **The Saldanha Bay Municipality VAT registration number: 41001113150;**
- **Unique VAT invoice number and date of issue;**
- **Accurate description of goods and/or services;**
- **Quantity or volume of goods or services supplied; and**
- **Price and VAT amount and percentage (%).**

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company.

PRINT NAME

SIGNATURE

DATE

PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)

3. MBD 1: INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS OF BUSINESS				
STREET ADDRESS OF BUSINESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		OR	CSD No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes	No	CONTRIBUTOR FACTOR (1 – 10)	
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.				
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF				
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)		ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (If yes, answer 3)
CRS no	TOTAL BID PRICE (Brought forward)			R
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management		DEPARTMENT	Mechanical Services
CONTACT PERSON	Rosaire Farmer		CONTACT PERSON	Gert Beneke (Manager: Mechanical Services)
TELEPHONE NUMBER	022 701 6945		TELEPHONE NUMBER	022 701 6942
E-MAIL ADDRESS	rosaire.farmer@sbm.gov.za		E-MAIL ADDRESS	gert.beneke@sbm.gov.za

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R7/5-24, OF 23 MAY 2024, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES/NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES/NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES/NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES/NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES/NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

4. MBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST	
1.	No bid will be accepted from persons in the service of the state*.
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
3.1.	Full Name of bidder or his / her representative:
3.2.	Identity number:
3.3.	Position occupied in the Company (director, trustee, shareholder ²)
3.4.	Company Registration Number:
3.5.	Tax Reference Number:
3.6.	VAT Registration Number:
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.
3.8.	Are you presently in the service of the state* YES / NO
3.8.1.	If yes, furnish particulars.
3.9.	Have you been in the service of the state for the past twelve months? YES / NO
3.9.1.	If so, furnish particulars.

SBM 29/24/25

3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.10.1.	If so, state particulars.		
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1.	If so, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number

5. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to bid:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

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

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 B-BBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

1.4.1 B-BBEE

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 Locality

1.4.2.1. Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).

- Public Company "Limited or Ltd" (name of the company).
- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

1.4.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
 - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.

- The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD, CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

1.5 The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 $Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/documentation stated in the conditions of this bid:

5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.2 LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: _____

7.2 Company registration number: _____

7.3 VAT registration number: _____

7.4 Type of company / firm:

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

[TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4 AND 5.2

7.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;

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

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....

6. MBD 8: BIDDER'S PAST PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</p>	<input type="checkbox"/>	<input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:

Mr. / Mrs

Director 2 Address:

Mr. / Mrs

Director 3 Address:

Mr. / Mrs

Director 4 Address:

Mr. / Mrs

Director 5 Address:

Mr. / Mrs

Director 6 Address:

Mr. / Mrs

Director 7 Address:

Mr. / Mrs

Director 8 Address:

Mr. / Mrs

Director 9 Address:

Mr. / Mrs

Director 10 Address:

Mr. / Mrs

Director 11 Address:

Mr. / Mrs

Director 12 Address:

Mr. / Mrs

Attach page if space insufficient.

7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

- 11. 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.
- 12. 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.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

8. CENTRAL SUPPLIER DATABASE (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. S. Arendse at 022 701 6940.

CSD registration number (if registered):

PART C: CONDITIONS OF CONTRACT

9. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010)

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the 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 in SCC.

8. Inspections, tests and analyses

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

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk.
- Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the 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 in SCC, 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:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the 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 in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid.

Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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 judgment 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 intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the 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.
- 23.7 The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein;

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

(b) The purchaser shall pay the supplier any monies due the supplier.

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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

10. SPECIAL CONDITIONS OF CONTRACT

1. The tender will be awarded with the total tender price.
2. Failure to execute services as per specifications may result in contract cancellation and claims as per GCC. If the successful tenderer fails to deliver the service as per tender contract, alternative suppliers will be sourced to render the service.
3. Estimated quantities are noted for pricing purposes. The Municipality reserves the right to purchase any quantity per item, including none and including additional items.
4. It is Compulsory to Comply to all minimum specifications and attachments in the tender document. Failure to comply to all the minimum specifications and failure to attach all the required documents requested in Annexure B will render the tenderer non-responsive.
5. No sub-contracting will be allowed. All services must be executed by the tenderer.
6. The tenderer must indicate "yes" or "no" whether they comply with the minimum requirements. Should the tenderer fail to indicate, it would be taken as "no" and the tenderer will be found non-responsive.
7. Travelling and labour must be included in all installations in current vehicles as per estimated quantities in the pricing schedule.
8. All monitoring devices must be compliant with the latest available telecommunication technology. The current shutdown of 2G/3G network is set for 31 December 2027 (at the time of writing this document), this means your equipment must also be compatible with 4G and/ or 5G networks.

11. AUTHORITY TO SIGN BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

Company (Pty) Ltd. & Ltd.	Please complete section 1 below	
Close Corporation (CC)	Please complete section 2 below	
Sole Proprietor	Please complete section 3 below	
Partnership	Please complete section 4 below	
Consortium, Club, Trust, etc.	Please complete section 5 below	
Joint Venture	Please complete section 6 below	

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

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

OR

I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. PARTNERSHIP

We, the undersigned partners in the business trading as

hereby authorize Mr / Ms _____

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize

Mr / Ms _____

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____ authorized signatory of the Company / Close Corporation / Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES (MBD7)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number **SBM 29/24/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Policy adopted by Council on R7/5-24, of 23 May 2024;
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
accept your bid under reference number **SBM 29/24/25** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S (B-BBEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	POINTS CLAIMED FOR HDI'S (B-BBEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES	
1.
2.
DATE

PART D: SPECIFICATIONS

13. SPECIFICATIONS

TENDER: ITEM SUMMARY

DESCRIPTION
SUPPLY, HOSTING AND MAINTENANCE OF DATABASE SERVER FOR DRIVER, REFUSE BIN LOGGERS, ENGINE MANAGEMENT AND VEHICLE MONITORING SYSTEM FOR THE PERIOD 01 JULY 2025 TO 30 JUNE 2028.
ITEM 1: HOSTING OF VEHICLE MONITORING DATABASE SERVER AND WEB SITE.
ITEM 2: HOSTING OF REFUSE BIN COUNTERS (LIFT LOGGERS) DATABASE SERVER AND WEB SITE.
ITEM 3: HOSTING OF DRIVER ID TAG MONITORING DATABASE SERVER AND WEB SITE.
ITEM 4: ISSUING AND PROGRAMMING OF ID TAGS TO MUNICIPAL DRIVERS.
ITEM 5: SUPPLY AND INSTALLATION OF NEW DRIVER AND VEHICLE MONITORING UNITS IN NEW VEHICLES.
ITEM 6: REMOVAL OF DRIVER AND VEHICLE MONITORING UNITS FROM VEHICLES.
ITEM 7: FAULT FINDING AND REPAIRS OF DEFECTIVE DRIVER AND VEHICLE MONITORING UNITS AND BIN LIFT LOGGERS.
ITEM 8: SUPPLY AND INSTALLATION OF NEW BIN LIFT LOGGERS.
ITEM 9: SUPPLY AND INSTALLATION AND REPAIRS AND OF ENGINE MANAGEMENT AND PROTECTION SYSTEM.
ITEM 10: SUPPLY AND INSTALLATION OF PARTS.

**COMULSORY GENERAL SPECIFICATION COMPLIANCY STATEMENT
CHECKLIST (APPLICABLE FOR ALL ITEMS)**

IT IS COMPULSORY TO SIGN ALL LINE ITEMS IF TENDERER COMPLIES

IMPORTANT NOTICE AND CHECK LIST FOR TENDERERS		
DESCRIPTION	ACTION	SIGNATURE
1. It is compulsory to attach <u>all</u> documentation as requested, to the Tender.	Attach	
2. Only the provided price schedule included in the tender document will be valid for evaluation purposes. No other pricing schedule will be accepted.	Comply	
3. Price adjustments will not be considered. The tender price will remain firm for the specified time periods. No price variations will be accepted after tender closure	Comply	
4. The service rendered must be the core business of the tenderer in order to comply to all contractual agreements	Comply & Attach	
6. Tenderer to ensure that the offices and workshops are situated within a suitable radius in order to comply to the execution of services within the minimum required response time.	Comply	
7. Tender quantities are estimated, and the Municipality reserves the right to purchase any quantity, if any, including none.	Take note	
8. All items shall comply with all the minimum specifications. Non-compliance on any item will render the tender non-responsive	Comply	
9. It is compulsory to tender on all items on the pricing schedule, calculating to the total tender price evaluated	Take note	
10. It is compulsory to confirm "yes" or "no" on all line items of the General & Detailed specifications as required. No confirmation or blank spaces will be accepted as "no" and the tenderer will be found non-responsive.	Comply	
11. It is compulsory to attach a manufacturer's specification sheet where requested for all items provided for this tender. (Annexure pages provided)	Comply & Attach	
12. Deviations from standard minimum specifications will not be accepted.	Comply	
13. Penalties for late deliveries will be applicable as per GCC.	Take note	
14. Notwithstanding any omissions, all services shall be executed at the Municipal workshop, in Vredenburg, fully functional and operational, complying with the minimum specifications. All Labour and travelling costs must also be included in the tender price.	Comply	

It is compulsory to comply to all line items above and to sign all listed notices.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

COMPULSORY GENERAL SPECIFICATIONS

QUANTITIES

COMPLY
YES/NO

Estimated quantities for the service will be noted at each individual item. Take note that the quantities are only an estimation for pricing purposes. The Municipality reserves the right to purchase any quantity of items including none. The tender will be evaluated and awarded per total tender price.	
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DELIVERY PERIOD

COMPLY
YES/NO

Services shall be rendered within the minimum period as stated in the detailed specifications. Penalties for late services and installations will be applicable as per section 21, 22 and 23 of the General Conditions of contract. Failure to deliver within the requested period will also result the termination of contract. The tenderer may be held accountable for the additional cost incurred.	
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COMPLIANCE ON DELIVERY

COMPLY
YES/NO

It is compulsory that the services rendered must comply to all the minimum specifications and all required documentation attached supplied on due date. Failure to meet or exceed the minimum specifications will result in non-acceptance of the item with cost to comply for the account of the tenderer.	
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ONLY NEW EQUIPMENT WILL BE ACCEPTED FOR NEW INSTALLATIONS

COMPLY
YES/NO

All equipment for new installations will be new and not been used previously.	
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Scope of tenderer's business

COMPLY
YES/NO

In view of the sophistication of the service it is compulsory that the service must be the core business of the tenderer. Provide proof of core business functions including current web site and hosting services.	
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**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

COMPULSORY GENERAL SPECIFICATIONS

G.P.S. DRIVER AND VEHICLE MONITORING SYSTEM

GPS monitoring system as specified below.

All driver and vehicle monitoring unit unique numbers as well as Municipal SIM card numbers and the details of the applicable vehicle must be available on the server of the tenderer for access by municipal employees. Physical installation / programming of each vehicle unit will be required by the tenderer to capture the data on the server.

The tenderer will be required to **install new GPS units**, do maintenance on said units and, if not repairable, replace with a compatible driver and vehicle monitoring unit that can execute the same functions and communicating to the same server, enabling the extract of information by municipal employees as well formal reports requested and submitted to the tenderer. Current units may alternatively be re-programmed if possible, taking in consideration that each unit must be physically inspected and opened to obtain serial numbers and sim-card numbers.

The tenderer will be required to HOST the server for the driver and vehicle monitoring units, refuse bin counters, ID Tags and be able to communicate with the engine protection system. The solution must make provision for a web-based management portal that will include the items indicated below.

The full driver and vehicle monitoring unit system for EACH vehicle must include inter alia: - System complete, integrated, GPRS and GPS module complete, SIM card, installation of the complete GPS unit as detailed above, **SINGLE** software license for **EACH** vehicle. Any other license or hardware which is required to enable the above to operate effectively and legally shall be included in the above.

NOTE THAT THE DRIVER AND VEHICLE MONITORING UNITS MUST BE ACTIVE AND ALL DATA MUST BE AVAILABLE ON THE MANAGEMENT PORTAL ON A REAL TIME BASIS.

COMPLY
YES/NO

COMPLY TO THE ABOVE SPECIFICATIONS (G.P.S. DRIVER AND VEHICLE MONITORING SYSTEM).	
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TRAINING

COMPLY
YES/NO

It is compulsory that the tenderer provide at least two days training per six-month period for a group of municipal delegates as stated in the detailed specifications. The cost for training must be included in the hosting pricing per vehicle.	
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FAILURE TO DELIVER

COMPLY
YES/NO

<p>One preferred bidder will be appointed for all items. The order will be sent to the bidder. If the service is not rendered within the minimum required period as per tender specifications, the <u>Municipality reserves the right to source the service from an alternative bidder</u>. Penalties and termination of contract may be applicable as per GCC, section 21 & 22.</p>	
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ITEM SPECIFICATIONS

COMPLY
YES/NO

<p>It is compulsory that all items and services shall comply to the minimum specifications. The specifications must be verified on the compulsory attached manufacturer's specification sheet. Items must comply to ALL minimum specifications.</p>	
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PRICE AND DELIVERY

COMPLY
YES/NO

<p>Labour, accommodation, travelling and transport cost must be included in the installation price per item. Additional payment for the service will not be approved.</p>	
<p>The pricing must include at least one day per month visit to the workshop to do maintenance and repairs on the units.</p>	
<p>The Municipality will only be responsible for payment of the pricing reflecting on the order/tender award as stated in this tender document. All cost must be included in the hosting and labour tariffs and all software and hardware related costs associated with this solution.</p>	
<p>The response time for services will be described in the detailed specifications per item. It is compulsory to deliver the service within the minimum delivery period.</p>	
<p>Fixed price: The tender price on all items will be fixed for <u>the period reflecting in the pricing schedule</u>. Tenderer's must take into consideration escalating commodity prices prior to tendering. Price revision will not be considered by Council.</p>	
<p>Failure to deliver: Failure to deliver the service within the minimum delivery period will result the cancellation of the order and the sourcing of an alternative supplier and may result in the termination of the contract and / or recovering the financial loss of the Municipality from the tenderer.</p>	
<p>The delivery time will be applicable from the date and time that the order has been faxed or sent by e-mail. The onus remains with the tenderer to ensure that he/she is notified of said correspondence</p>	

EVALUATION AND AWARD PRICING

COMPLY
YES/NO

Estimated usage per annum is included in the price schedule for evaluation purposes. Take note that the figure is only an estimate and the Municipality reserves the right to request hiring for any amount of hours including none.	
The tender will be evaluated on the total tender price for all items. The tender will be awarded as a whole and not per item.	
All tender rates shall be as per minimum specifications. It is compulsory to comply to all minimum specifications.	

INDEMNITY & PUBLIC LIABILITY

COMPLY
YES/NO

The contractor indemnifies the Municipality from any claim from any third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the contractor or any other person, that may result from or be related to, the execution of the contract.	
The contractor will be held responsible for any damage, loss or thefts that may be caused, to the premises of contents, by him or his employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the Municipality or the public against the contractor.	
The successful contractor must have Public Liability Insurance and craftsmanship / parts insurance to commensurate with the risk to which the company is exposed to. Such insurance should make provision for all vicarious losses and claims for which the contractor or his staff may be responsible.	
Without prejudice to the contractor's responsibility to select personnel before employment. The Municipality will at all times have the right to point out staff members of the Contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person/s any longer to honour his obligations in terms of his agreement.	
In such a case the contractor will immediately comply with the request and the contractor will not (as result of such request) be entitled to bring a claim for loss or damage against the Municipality and the contractor indemnifies the municipality against any claim from the employee concerned.	

TENDERER CONTACT DETAILS

COMPLY
YES/NO

Orders and request for reports, services required, maintenance and installations will be forwarded to the tenderer's e-mail address below, completed by the tenderer. It is the responsibility of the tenderer to ensure that e-mails are attended to frequently. Not reading e-mails or answering phones will not be accepted as an excuse to act on request for service and an alternative supplier will be sourced and the contract be terminated	
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Tenderer Contact details (Compulsory to complete the Right-hand column)

E-mail address	
Telephone Number(s)	
Contact Person	

(Compulsory to sign if the tenderer complies)

.....
Name of person completing the tender

.....
Signature

4.2.8 Demonstration during Tender evaluation period

In view of the sophistication of the program, the municipality will request a compulsory demonstration from recommended tenderers to install a new unit and/or programme one current driver and vehicle monitoring unit complying to all requirements and specifications in section. The information must be displayed on the web site of the service provider and SBM must be given access.

Live vehicle tracking and exception reports must be available on a municipal computer within 24 hours of installation. Tenderers may contact the workshop manager at any time after advertisement to gain information, do physical inspections in order to prepare for the demonstration. The demonstration will be for the account of the tenderer and included in the tender price. The municipality will request the trial run by e-mail and the tenderer must provide a report within 72 hours after receipt of the e-mail.

The cost for the compulsory demonstration must be included in the tender price.

Failure to provide the reports will render the tender non-responsive.

COMPLY
YES/NO

COMPLY WITH THE SECTION ABOVE (4.2.8).	
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UNITS WILL REMAIN THE PROPERTY OF THE MUNICIPALITY

COMPLY
YES/NO

<p><u>After the tender has lapsed, all vehicle monitoring units, driver tags and Bin Lifter units will remain the property of the Municipality. The tenderer must ensure that the capital cost is included in the monthly rates.</u></p> <p><u>All old units replaced must be handed over to the fleet manager.</u></p>	
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**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 1: HOSTING OF DRIVER AND VEHICLE MONITORING DATABASE ON THE WEB SITE/SERVER

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
<p>Web hosted solution for driver and vehicle monitoring for vehicles. The tenderer is required to provide a web-based solution for the monitoring of these driver and vehicle monitoring units. New monitoring units must be installed in all current vehicles and in additional vehicles purchased over the period, if and when required. The solution must be a hosted on the tenderers own domain and all relating costs must be reflected. The tenderer must take account annual increases. Existing units may also be programmed to communicate to the server/software of the tenderer, providing all required information, with the fitment of new compatible software, if possible and subjected to physical removal and programming of units from current vehicle dashboards.</p>		
<p>Existing units removed must be handed over to the fleet manager.</p>		
<p>The replacement of defective units and installation of new units in new vehicles purchased over the period will be required. New units must be compatible with the web hosting service and all unit numbers, Sim card numbers and vehicle details available for reporting purposes.</p>		
<p>Provide a web-based management portal that will give multiple employees password protected access to monitoring activities as noted below and enable the tenderer to provide reports as requested by the municipality.</p>		
<p>Keep real time record of all vehicles reporting to the system and provide fleet figures to the municipality on a monthly basis. Vehicle registration numbers and unique fleet numbers must be displayed.</p>		
<p>Response time after award: All vehicle data on all fleet must be available, and reports provided not more than 60 working days after contract signing.</p>		
<p>The unit must be programmed that the driver ID tag must be inserted in the socket to enable starting of the vehicle. No starting of the vehicle must be possible without the insertion of the ID tag.</p>		
<p>The unique driver and vehicle monitoring unit number must be linked to all vehicle registration numbers and fleet numbers on the system. The data schedule supplied to the municipality and be available on the system and provided by the tenderer on request.</p>		
<p>A fleet list will be provided with appropriate departmental numbers, vehicle registration numbers and unique fleet number for all vehicles. On the server, all departmental vehicles must be grouped per department and accessible by the relevant departmental delegate.</p>		
<p>Provide an access link to municipal staff for monitoring purposes and issue each member with a unique password. A list of departmental vehicles will be provided and said member shall only have access to vehicles in the appropriate department. Mechanical Service will have access to all fleet.</p>		
<p>Introduce / link new vehicles to the system, program units and/or fit new, compatible monitoring units and remove redundant items on request from the mechanical services department.</p>		

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MINIMUM SPECIFICATIONS (Item continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
The monitoring unit and SIM card numbers of all units must be captured and linked to all vehicle registration numbers to enable the tenderer to act on enquiries regarding SIM functions and account queries. Record must be kept of all SIM cards linked to vehicles and provided to the municipality on a monthly basis in order to verify payments of monthly SIM card charges from the service provider. SIM cards not reporting must be obtained from the municipality, replaced and the new number captured on the system.		
It is compulsory to utilise Municipal Sim cards already installed under service provider's contract. The tenderer must remove Sim cards currently installed in vehicles and install in new units of the tenderer. Collect SIM cards from the mechanical department for new vehicles.		
Each vehicle driver and vehicle monitoring unit must be programmed to report to the server and provide all requested information.		
The units must be programmed to be able to interface with the current Safe Stop engine protection and management system in order to be able to shut the engine down remotely, put the vehicle in limp mode and prevent starting remotely from the municipal computer or cell phone.		
A call centre must be available to provide exception reporting on request from delegated municipal employees. Any of the reporting functions below can be requested and must be provided within the minimum time frame. Please refer to the "Enquiry for report" section below.		
The tenderer must ensure sufficient capacity to provide exception reports on a daily basis.		
The tenderer must keep record of the vehicle and driver history for the entire tender period since tender award and provide data on request. Data for all vehicles and drivers must be supplied to the municipality on backup media on a <u>monthly basis</u> and should be accessible via management portal. An annual backup must be provided at the end of each financial year.		
The tenderer must be able to provide vehicle and driver reports at any given time since the start of the tender period.		
The tenderer must provide an access links for municipal staff who need to request vehicle and driver reporting and provide training on site.		
Cost for training to operate the system must be included in the tender price. Training, accommodation and travelling expenses must all be included in the tender price. The training will be executed at the municipal training room in Vredenburg.		

ENQUIRY REQUESTS FOR EXCEPTION REPORTING:

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
The department will require exception reports from the call centre in case of enquiries regarding vehicle and specific driver activities. Driver name and location report. The vehicle registration number(s) and the requested reporting period will be provided.		
The tenderer must provide a report "word / excel" format per e-mail to the municipal delegate submitting the request, similar to the report below including all details.		

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MINIMUM SPECIFICATIONS (Item continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
Reports must reflect the route map, display vehicle registration number, driver ID and name, at a specific time on a separate icon on the map with latitude and longitude co-ordinates.		
Reporting must be provided for any minute on the days route.		
An Excel Report must provide all stop, start, speed and kilometres travelled per 24-hour period for the time of request.		
Reports must be attached to return e-mails submitted by the department.		
The system must be able to provide Vehicle service alert reminders for all vehicles and must be sent per e-mail to the requested address at least 1000 km's before the service expiry.		
Heavy Vehicle annual road worthy reminders for all trucks must be sent per e-mail to the requested address at least one month before the license expiry.		
Annual vehicle license renewal alerts for all vehicles must be sent per e-mail to the requested address at least one month before license expiry.		
The municipality will provide the initial licensing, COF and service data to enable the tenderer to compile the initial database.		
Travelling for installations and hosting on existing vehicles must be included in the tender price.		

TENDERER CONTACT DETAILS FOR REQUEST FOR REPORTS

**COMPLY
YES/NO**

Requests for reporting will be forwarded to the tenderer's e-mail address below, completed by the tenderer. It is the responsibility of the tenderer to ensure that e-mails are attended to on a permanent basis during office hours. Not reading e-mails or answering phones will not be accepted as a reason not to act on request for service and will result in the termination of the contract and be included in the list of tender defaulters when due processes were followed.	
<u>Minimum reporting period:</u> The tenderer shall submit a report as requested within 2 hours (Office hours) of request to enable the municipality to act in the shortest possible time on driver infringements, transgressions or any other query raised by officials, councillors and the public.	

Tenderer Contact details (Compulsory to complete the Right-hand column)

E-mail address	
Telephone Number(s)	
Contact Person	

I DECLARE THAT THE CONTACT DETAILS ABOVE ARE CORRECT AND ALL ENQUIRIES WILL BE ATTENDED TO WITHIN THE REQUIRED TIME BY THE COMPANY WHICH IN THIS CASE IS THE TENDERER **(Compulsory to sign if the tenderer complies)**.

.....
Name of person completing the tender

.....
Signature

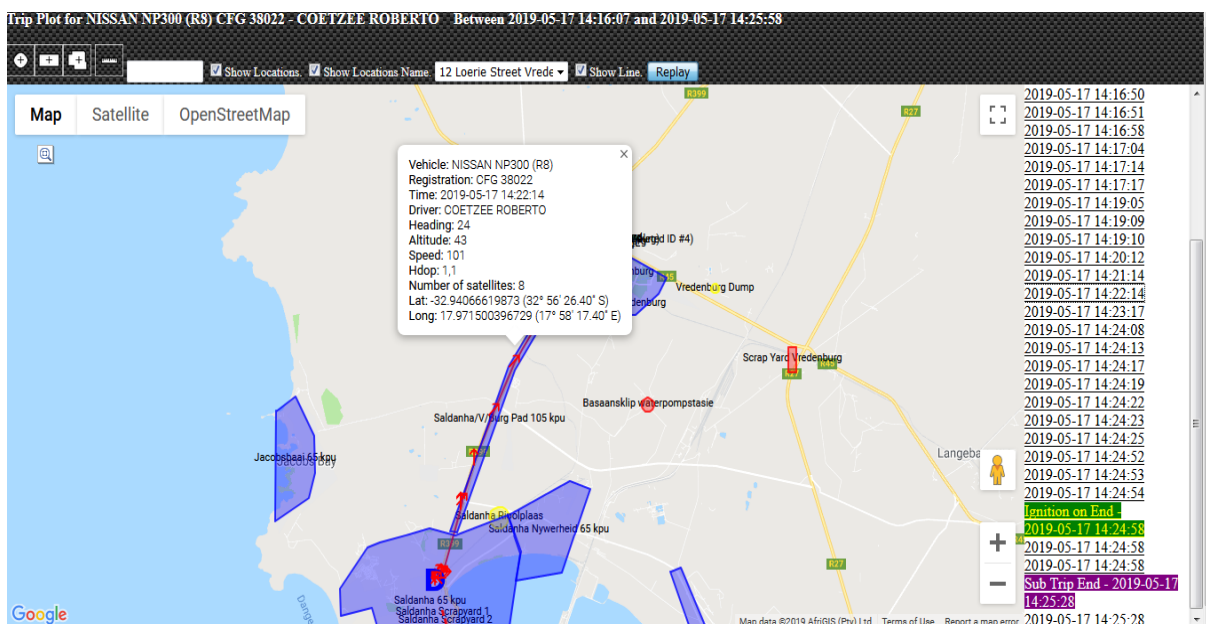
COMPULSORY REPORTING FUNCTIONS:

The following functions must be incorporated in the system and be available on the tenderer’s own web site/server for monitoring by the municipality and provided by the tenderer in case of enquiries:

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
It is compulsory that the system can provide all the report functions requested below.		
<ul style="list-style-type: none"> - GPS position. - Engine management. - Vehicle speed. - Vehicle RPM. - Oil Pressure. - Water temperature. - Water level. - Start/End trip. - Driver access. - Custom events (Speed limit exceed, Restricted zone entry). - Active events: Notifications by e-mail / sms in case of over speeding, over revving and entrance to restricted areas. - License renewal reminders for the entire fleet. - Reminders for annual COF (Road worthy of heavy vehicles). - Service reminders for the entire fleet. - Web access. - Supply accessible map, satellite, and open street map. 		
Map interface: The system must provide for a real time geo location electronic map for the entire South Africa and neighbouring countries. All country roads and road numbers, Businesses and prominent locations must be clearly identified. Restricted zones and municipal borders must be clearly indicated on the provided map. Zoom functions must be incorporated to the closest 20 metres.		
Restricted zones: The municipality will provide the tenderer with restricted zones in which vehicles are not allowed to enter. The restricted zones must be clearly marked on the map.		
Speed limit zones: All National speed limit zones must be incorporated in the service including town/city zones and national roads on all South African roads as per National and Municipal regulations.		
Audible alarm: When a driver exceeds the speed limit in a certain zone an audible alarm must be constantly activated in the vehicle until the speed is reduced as per acceptable legislation.		
The system must be able to e-mail / sms a notification to a delegated departmental representative informing him/her <u>within 5 minutes</u> when speed has been exceeded and restricted zones are entered.		
Engine management: Engine management systems are installed in certain light vehicles, heavy vehicles and earthmoving equipment. The unit must be able to interface and communicate with the engine management system. Remote start / stop control, limp mode, oil and water monitoring.		
License renewal and service reminders: The municipality will provide the service intervals, kilometres of last service and last date of license renewal. The host must then be able to provide for a service reminder 1000 km, prior to the service required and a license renewal alert one month prior to the expiry of the license. Alerts must be sent per e-mail to the department: Mechanical services provided e-mail address.		

Sample of a typical “map” exception trip report to be submitted by the tenderer on request and obtainable by municipal delegates by web access. Real time location and speed.

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Sample of a typical excel exception trip report to be submitted by the tenderer on request and obtainable by municipal delegates by web access. Real time location and speed.

Location Report :CFG3313 - NISSAN UD (R62)								
From: 2022-01-31 00:00:00								
To: 2022-01-31 23:59:59								
Driver Name	Departed From	Departure Time	Driving Duration	Distance Traveled	Max Speed	Arriving At	Arriving Time	Time At Location
PHILLIPUS GERHARD	Riksdaler Street , Witteklip , W	2022-01-31 08:17:36	00:00:56	0.2 km	31 km/h	Floryn Street , Witteklip , Wes	2022-01-31 08:18:32	00:13:19
PHILLIPUS GERHARD	Floryn Street , Witteklip , Wes	2022-01-31 08:31:51	00:01:25	0.3 km	29 km/h	Floryn Street , Witteklip , Wes	2022-01-31 08:33:16	00:04:19
PHILLIPUS GERHARD	Floryn Street , Witteklip , Wes	2022-01-31 08:37:35	00:04:54	2.1 km	66 km/h	Mr0028 Road , Vredenburg , V	2022-01-31 08:42:29	00:02:38
PHILLIPUS GERHARD	Mr0028 Road , Vredenburg , V	2022-01-31 08:45:07	00:39:37	6.6 km	93 km/h	Tr02102 Road , Ongegund , V	2022-01-31 09:24:44	00:00:53
PHILLIPUS GERHARD	Tr02102 Road , Ongegund , V	2022-01-31 09:25:37	00:06:09	0.7 km	33 km/h	Tr02102 Road , Ongegund , V	2022-01-31 09:31:46	00:02:13
PHILLIPUS GERHARD	Tr02102 Road , Ongegund , V	2022-01-31 09:33:59	00:04:16	0.4 km	30 km/h	Tr02102 Road , Ongegund , V	2022-01-31 09:38:15	00:02:03
PHILLIPUS GERHARD	Tr02102 Road , Ongegund , V	2022-01-31 09:40:18	02:14:00	10.3 km	79 km/h	Kanna Street , Louw ville , We	2022-01-31 11:54:18	00:02:55
PHILLIPUS GERHARD	Kanna Street , Louw ville , We	2022-01-31 11:57:13	00:05:48	0.2 km	21 km/h	Cosmos Street , Louw ville , W	2022-01-31 12:03:01	00:05:18
NONTUNGO SANDILE	Cosmos Street , Louw ville , W	2022-01-31 12:08:19	00:11:20	4.6 km	82 km/h	Tr02102 Road , Ongegund , V	2022-01-31 12:19:39	00:02:53
NONTUNGO SANDILE	Tr02102 Road , Ongegund , V	2022-01-31 12:22:32	00:00:36	0.0 km	7 km/h	Tr02102 Road , Ongegund , V	2022-01-31 12:23:08	00:02:01
NONTUNGO SANDILE	Tr02102 Road , Ongegund , V	2022-01-31 12:25:09	00:19:44	7.3 km	93 km/h	Riksdaler Street , Witteklip , W	2022-01-31 12:44:53	00:00:00

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Sample of a typical service, COF (Annual Road Worthy) and license renewal alert reminder send by e-mail to the municipal workshop one month before due date.

Reg no	Desc	ID	Odo	Engine Hours	Last Trip	KM to service	Service Date	License Date	Roadworthy Date	Service Hours
CFG29307	NISSAN NP300 (R22)	1020	208776.5	0.0	2022-01-31 12:11:54	14030.5	2022-05-04			
CFG11085	NISSAN UD.(R35)	10661	36714.3	0.0	2022-01-29 12:04:03	359775.7	2018-08-30			8045
CFG14590	NISSAN UD.(R1)	10663	315171.4	2823.5	2022-01-31 12:27:48	617.6	2021-02-11			
CFG18569	NISSAN UD.(R3)	10666	290381.0	0.0	2022-01-28 08:13:53	17959.0	2022-09-02			
CFG11573	NISSAN UD.(R2)	11043	329082.8	19003.6	2022-01-31 07:55:51	-13968.8	2021-02-17			
CFG 21514	FORD RANGER (R90)	11192	341311.5	0.0	2021-10-12 09:50:26	9226.5	2022-09-13			
CFG23683	NISSAN UD.(R46)	11209	260960.6	0.0	2022-01-31 13:49:13	10933.4	2021-07-31			
CFG19788	NISSAN UD.(R54)	11210	277974.7	0.0	2022-01-27 12:39:24	56516.3	2021-02-17			
CFG11647	NISSAN UD.(R12)	11238	1543.4	0.0	2021-08-03 15:24:25	698248.6	2022-08-04			
CFG15255	NISSAN UD.(R57)	11517	170938.5	0.0	2022-01-31 13:38:06	1061.5	2021-06-10			
CFG5305	NISSAN UD.(R18)	11518	224966.6	0.0	2022-01-31 13:54:45	91074.4	2022-10-12			
CFG14412	NISSAN UD.(R60)	11534	400702.5	0.0	2022-01-31 13:16:54	117597.5	2022-08-02			
CFG22546	NISSAN UD.(R58)	11541	351186.8	0.0	2022-01-31 12:13:35	233747.2	2022-07-29			
CFG3313	NISSAN UD.(R62)	11545	190877.7	0.0	2022-01-31 13:10:57	50833.3	2022-07-16			
CFG3700	NISSAN UD.(R6)	11664	258124.3	0.0	2022-01-31 08:23:44	-558.3	2022-07-23			
CFG9735	NISSAN UD.(R71)	11677	201157.5	0.0	2022-01-31 10:56:02	1251.5	2022-05-28			
CFG27193	FORD RANGER (R70)	11695	1256814.4	0.0	2022-01-29 18:18:08	-974189.4	2022-04-19			
CFG10008	ISUZU TRUCK (R66)	11741	308603.3	0.0	2020-03-03 17:20:36	-8857.3	2016-03-21			
CFG22616	MERC AXOR (R77)	11746	127531.7	0.0	2022-01-28 12:09:42	82106.3	2022-02-11			
CFG27649	MERC AXOR (R75)	11747	146732.8	0.0	2022-01-21 14:38:10	-5732.8	2022-02-21			
CFG30686	MERC AXOR (R73)	11748	188693.0	0.0	2022-01-31 13:51:14	9911.0	2022-11-15			
CFG27301	FORD RANGER (R79)	11763	200994.8	0.0	2022-01-31 12:20:54	10988.2	2022-08-17			
CFG23261	BELL DIGGER (R80)	11941	25441.3	1066.2	2024-01-01 22:19:02		2022-12-14			4071.8366666667
CFG25264	ISUZU TRUCK (R25)	11963	81046.3	0.0	2024-01-03 21:28:40	59758.7	2022-12-30			
CFG11656	FORD RANGER (R11)	11995	190818.1	0.0	2022-01-31 13:54:50	-11973.1	2022-04-28			
CFG13340	MERC AXOR (R88)	12051	405222.6	0.0	2022-01-31 13:54:52	-25940.6	2022-09-30			

**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 2: HOSTING OF REFUSE BIN COUNTERS (LIFT LOGGERS) ON THE WEB SITE/SERVER

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Web based hosted solution for refuse bin counters for current Refuse trucks at tender date with annual truck increases and decreases. Bin counter units must be installed in said trucks and the tenderer is required to do the web / server hosting for the monitoring thereof. Current units can also be programmed providing all information is available as requested. The tender price for new units and monthly hosting will be utilised for installation in newly purchased trucks during the tender period.		
The tenderer will be required to design bin lifter counter unit for new refuse trucks which can communicate via the GPS to provide data on the server, accessible for municipal employees to extract daily, weekly and monthly reports or program current units to report to the server of the tenderer.		
The Bin counters / Lift loggers must interface with the GPS system to provide bin lifting quantities per truck. Every truck makes use of two bin lifter counters. The counters must be interlinked (Quantities added) to provide the total refuse bins lifted per truck within a requested period.		
Design and maintain an appropriate web site, accessible to municipal staff to monitor reported vehicle functions as noted below		
Response time: All vehicles must be available and reports provided at least 30 working days after contract signing.		
Keep real time record of all bin lifting records to the system and provide figures to the municipality on a daily, weekly, monthly and annual basis. The report must be excel based and provide the bin lift totals as well as displayed on a graph. Refer to "Bin lift report" for a sample of an extraction report required below. Graph must be provided in different colours.		
Municipal delegates must be able to subtract a report from for a single vehicle and for the entire solid waste fleet for any given time. Unique access and passwords must be provided for delegated employees. The tenderer must also, on request of the department provide reports on request. The reports will be requested on a weekly basis and the tenderer must include the provision thereof in the tender price for the hosting service.		
The unit must be programmed that the lifting counter must send bin lift quantities via the GPS unit to the server / web site.		
The unique lifter unit must supply bin lifting quantities and the data schedule supplied to the municipality and be available on the system.		
A fleet list will be provided with all refuse compactors of the solid waste department. On the server, all the departmental vehicles must be grouped under "Solid Waste" and accessible by the relevant departmental delegate and the Department: Mechanical Services.		
Provide an access link to solid waste staff for monitoring purposes and issue each member with a unique password. A list of departmental vehicles will be provided and said member shall only have access to vehicles in the appropriate department. Mechanical services staff must have access to the monitoring of all municipal vehicles.		

MINIMUM SPECIFICATIONS (Item continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
Introduce / link bin counters to the system and remove redundant items on request from the mechanical services department.		
The tenderer will be required to design and implement bin lifter counters for additional (new) trucks and ensure bin lifting data is available on the server or upgrade current units, if possible, providing all data requested is available		
The tenderer must do a physical inspection of a refuse truck bin lifter system in order to install a unit and link the bin lifters to the relevant software and programming for hosting purposes.		
Each vehicle lifter unit must be programmed to report to the server and provide all requested information.		
A call centre must be available during office hours to also provide Exception reporting on request from delegated municipal employees. The management of the Department: Mechanical Services will provide the tenderer with a schedule of delegated staff authorised to submit enquiries. Any of the reporting functions below can be requested and must be provided within the minimum time frame. Please refer to the "Enquiry for report" section below.		
The tenderer must ensure sufficient capacity to provide <u>at least 18</u> exception reports per day (One per truck).		
The tenderer must keep record of the bin lift count history per vehicle for the entire tender period since tender award and provide data on request. Data for all vehicles and drivers must be supplied to the municipality on back media at the end of each financial year until the end of the contract.		
The tenderer must be able to provide bin lift reports at any given time since the start of the tender period equal/similar to the extraction report below.		
Cost for training to operate the system must be included in the tender price. Training, accommodation and travelling expenses must all be included in the tender price. The training will be executed at the municipal training room in Vredenburg.		

ENQUIRY REQUESTS FOR EXCEPTION REPORTING:

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
The Department: Solid Waste will require exception reports in case of enquiries regarding bin lift quantities. The vehicle(s) registration number and the requested reporting period will be provided.		
The tenderer must provide a report in "excel" format per e-mail to the municipal delegate submitting the request.		
Reports will include daily weekly, monthly and annual bin lifting quantities per truck.		
The report must be in colour graph type format to compare truck performance.		
Reports must reflect the route map, display vehicle registration number, driver ID, and refuse bins emptied for the requested period.		
Reports must be attached to return e-mails submitted by the department.		
The municipal delegate must also be given access to subtract a departmental report including all requirements above.		

TENDERER CONTACT DETAILS FOR REQUEST FOR REPORTS

COMPLY
YES/NO

Requests for reporting will be forwarded to the tenderer’s e-mail address below, completed by the tenderer. It is the responsibility of the tenderer to ensure that e-mails are attended to on a permanent basis during office hours. Not reading e-mails or answering phones will not be accepted as an excuse not to act on request for service and will result in the termination of the contract when due processes were followed.	
Minimum reporting period: The tenderer shall submit a report as requested within 8 hours (Office hours) of request to enable the municipality to monitor bin lifting quantities on a daily basis.	
Travelling for installations and hosting on existing (current) vehicles must be included in the tender price.	

Tenderer Contact details (Compulsory to complete the Right-hand column)

E-mail address	
Telephone Number(s)	
Contact Person	

I DECLARE THAT THE CONTACT DETAILS ABOVE ARE CORRECT, AND ALL ENQUIRIES WILL BE ATTENDED TO WITHIN THE REQUIRED TIME BY THE COMPANY WHICH IN THIS CASE IS THE TENDERER (**Compulsory to sign if the tenderer complies**).

.....
Name of person completing the tender

.....
Signature

Typical bin lifters reports required.

Session Summary for CFG 14590 at Today - 15:39:

Sessions	Location Centr.	First Bin	Last Bin	Duration	Total Bins	Total Mass	Bins/hr	kg / Bin	Max Batch	Ave Batch	Total Dist	Stops	Ave Dist.
4	-32 91721, 018 00783	08 22	15 25	07 02	549		122		0	0	N/A	0	N/A

Per Session:

Session	Location Centr.	First Bin	Last Bin	Duration	Total Bins	Total Mass	Bins/hr	kg / Bin	Max Batch	Ave Batch	Total Dist	Stops	Ave Dist.
1	-32 91494, 017 96122	08 22	11 35	03 12	0				0	0	N/A	0	N/A
Tip	Vredenburg Landfil	11 48	12 03	00 15	974								
2	Vredenburg Landfil	11 52	11 57	00 05	0				0	0	N/A	0	N/A
3	-32 91757, 017 99573	12 08	12 51	00 43	0				0	0	N/A	0	N/A
4	-32 91735, 018 00302	14 37	15 25	00 47	0				0	0	N/A	0	N/A
Tip	Vredenburg Landfil	15 28	15 38	00 10	202								

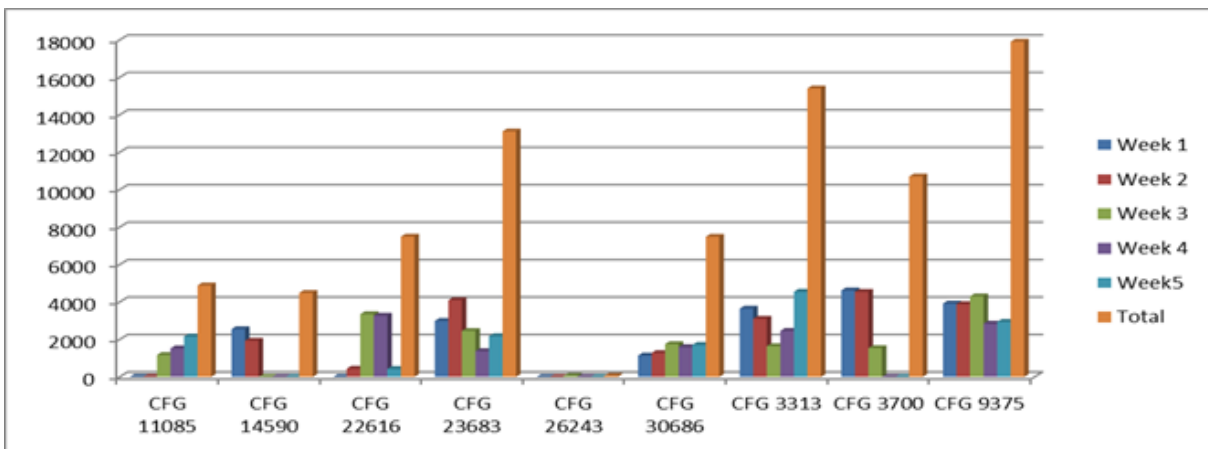
Export options: CSV Export, KML Export

Detail view columns: Batch No, Session No, Time, Location, Quantity Bins, Avg. Mass, Distance(m)

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Software development provided by Oven Baked Software

**MONTH: JANUARY 2024
BIN LIFTS PER TRUCK**

	Week 1	Week 2	Week 3	Week 4	Week5	Total
CFG 11085	10	13	1174	1527	2165	4889
CFG 14590	2555	1937	0	0	0	4492
CFG 22616	2	442	3352	3272	427	7495
CFG 23683	2993	4101	2459	1384	2179	13116
CFG 26243	2	2	54	0	0	58
CFG 30686	1144	1281	1757	1597	1710	7489
CFG 3313	3650	3111	1642	2460	4549	15412
CFG 3700	4624	4543	1540	0	0	10707
CFG 9375	3922	3893	4308	2846	2942	17911



COMPULSORY REPORTING FUNCTIONS:

The following functions must be incorporated in the system and be available on the server for monitoring by the municipality and provided by the tenderer in case of enquiries:

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
It is compulsory that the system can provide all the report functions requested below.		
<ul style="list-style-type: none"> - GPS position reporting. - Graph type quantity of bins emptied for the required period. - Vehicle speed. - Vehicle RPM. - Start/End trip. - Custom events (Speed limit exceed, Restricted zone entry). - Active events: Notifications by e-mail / sms in case of over speeding, over revving and entrance to restricted areas. - Web access. 		
Map interface: The system must provide for a real time geo location electronic map for the Saldanha bay Municipal Boundaries including all towns. Businesses and prominent locations must be clearly identified. Restricted zones and municipal borders must be clearly indicated on the provided map. Zoom functions must be incorporated to the closest 20 metres.		
Restricted zones: The municipality will provide the tenderer with restricted zones in which vehicles are not allowed to enter. The restricted zones must be clearly marked on the map.		
Speed limit zones: All National speed limit zones must be incorporated in the service including town/city zones and national roads on all South African roads as per National and Municipal regulations.		
Audible alarm: When a driver exceeds the speed limit in a certain zone an audible alarm must be constantly activated in the vehicle until the speed is reduced as per acceptable legislation.		

**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 3: SUPPLY, DELIVER AND HOSTING OF DRIVER ID TAG MONITORING ON THE WEB SITE / SERVER

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
A hosted web-based solution for <u>Driver ID tags</u> with annual increases and decreases. New ID tags must be issued to all drivers and the tenderer is required to do the web / server hosting for the monitoring thereof and provide an accessible database with ID tag numbers linked to driver's names, or programme current ID tags to communicate to the system. Current tags can also be programmed providing that all information is available as per specifications.		
Each driver ID tag must be physically allocated to one unique driver. The driver name and department must reflect on the system. A list must be provided with each unique tag number allocated to drivers. All ID tags must be physically introduced to the system and record kept of Tag number and the driver allocated to. The tenderer must link all tags to driver's names and ID numbers.		
The hosted web-based solution must provide for vehicle monitoring AND link the driver ID tag to the vehicle in order to identify the driver from start to stop.		
Design and maintain an appropriate web site, accessible to municipal staff to monitor reported vehicle functions as noted below.		
Keep real time record of all drivers with issued ID tags on the system and provide figures to the municipality on a monthly basis.		
Response time: All ID tags connected with driver names be available and reports provided at least 30 days after contract signing.		
A staff list will be provided with appropriate departmental numbers for all drivers. The tenderer must link ID tag numbers to individual drivers. On the server, all departmental drivers must be grouped per department, driver name linked to the ID tag and accessible by the relevant departmental delegate and the Department: Mechanical Services.		
Provide an access link to identified municipal staff for monitoring purposes and issue each member with a unique password. A list of departmental drivers will be provided and said member shall only have access to drivers in the appropriate department. Mechanical services staff must have access to the monitoring of all municipal vehicles.		
Introduce / link new drivers to the system and remove non-employed drivers on request from the mechanical services department.		
The hosted web-based solution must provide for vehicle monitoring AND link the driver ID tag to the vehicle in order to identify the driver of the identified vehicle from start to stop.		
The unit must be programmed that the ID tag must be inserted in the socket, conveniently affixed in the vehicle dashboard to enable starting of the vehicle. No starting of the vehicle must be possible without the insertion of the ID tag.		

MINIMUM SPECIFICATIONS (continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
It will be compulsory that the tenderer deliver ID tags for current drivers in and to link it to the relevant software and programming for hosting purposes. The tenderer must ensure that new compatible ID tags are I ² C protocol and possible to obtain, programmed and delivered with all new units. Current tags can also be programmed, if possible.		
Each driver ID tag unit must be programmed to report to the hosting service and provide all requested information regarding the driver and relevant department he/she operates from.		
The tenderer must also issue new drivers tags on request.		
Supply, delivery and web hosting of ID tags for current drivers must be included in the tender price per unit.		

ENQUIRY REQUESTS FOR EXCEPTION REPORTING: ID TAGS

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
The department will require exception reports in case of enquiries regarding driver activities. The vehicle registration number and the requested reporting period will be provided.		
The tenderer must provide a report "word" format per e-mail to the municipal delegate submitting the request.		
Reports must reflect the route map, display vehicle registration number, driver ID, at a specific time on a separate icon on the map as well as excel based trip report.		
Reporting must be provided for any minute on the days route.		
Report must provide all stop, start, speed and kilometres travelled per requested period for the time of request.		
Reports must be attached to return e-mails submitted by the department.		

**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 4: SUPPLY AND ISSUING OF ID TAGS TO NEW MUNICIPAL DRIVERS

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Supply and issuing of new ID tags to newly appointed drivers during the tender period on request.		
The tenderer will supply a new ID tag for drivers within 48 hours from receipt of order.		
The driver ID tags must be I ² C compatible with the GPS unit and introduced to the system. A conveniently placed socket must be installed in the dashboard to insert the tag.		
ID tags are only issued to new drivers after they passed the internal municipal driver's test. As soon as a driver pass the test, the department will notify the tenderer by e-mail requesting the introduction of the new driver to the system.		
The ID tag number must be noted on the job card and must also be included in the web history. The tenderer must be able to supply, at any given time, all ID tag numbers linked to driver's names.		
The Department: Mechanical Services must provide authorisation per e-mail that the driver may be issued with a tag.		
A unique ID tag number must be linked to all tag units and drivers and visible for monitoring on the system.		
The tenderer will then obtain from the department the issued municipal drivers license as well as the NaTIS driver's licence, the driver's name, surname and department operating from.		
The tenderer must design a tag issue document with all the driver details, license numbers and department codes and on hand over of the ID Tag, request the driver to sign as proof of receipt thereof.		
The documentation must be physically signed for by the driver at the municipal mechanical workshop in Vredenburg, Western Cape.		
The ID tag must then be introduced to the system for monitoring purposes immediately after hand over and the driver must be able to start and drive vehicles with said tag immediately after issue.		
All travelling, delivery cost and labour cost must be included in the pricing schedule for the issue of a single new ID tag.		
Estimated quantities are noted in the pricing schedule. The tenderer must however be prepared to issue a single ID tag as drivers pass the test. Include all cost, travelling and labour for a single ID tag.		

It is compulsory to comply to all the minimum specifications.

It is compulsory to confirm "yes" or "no" on all line items.

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 5: SUPPLY AND INSTALLATION OF NEW DRIVER AND VEHICLE MONITORING UNITS IN NEWLY PURCHASED VEHICLES

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Driver and vehicle monitoring units will be installed in newly purchased vehicles on delivery during the tender period.		
The tenderer shall <u>supply and install</u> new units within 48 hours from receipt of the order.		
The unit must be compatible to report on system immediately after installation.		
Two ID tags must be supplied for each vehicle installation.		
The new unit must be compatible with the current system and introduced to the system. A conveniently placed socket must be installed in the dashboard to insert the tag. Invoices will not be processed unless the unit is live on the website.		
The SIM cards will be supplied by the municipality already activated with the service provider.		
The unit must then be introduced to the system for monitoring purposes immediately after installation before the job card can be signed off.		
The vehicle and driver monitoring unit number and the SIM card number must be noted on the job card and must also be included in the web history. The tenderer must be able to supply, at any given time, all unit numbers linked to the vehicle registration number. All information must be kept in the history of the system.		
All travelling and labour cost must be included in the pricing schedule for the installation of a new unit.		
Estimated quantities are noted in the pricing schedule. The tenderer must however be prepared to install a single unit if only one new vehicle is purchased. Include all cost, travelling and labour for the issue and introduction of a single unit.		
The tender price for the installation will include the supply of a new unit, installation, travelling, accommodation and kilometre claims. After installation the unit will be tested and must be introduced and be live on the system.		
Installation will be done at the municipal mechanical workshop, cnr of Floryn and Escudo Road, Marais Industria, Vredenburg. Arrange with the workshop manager for a suitable time and date within the minimum time period.		
Vehicle and driver monitoring unit includes Internal GPS receiver and modem compatible communication with the server and web access. Real time vehicle tracking capabilities. Active tracking: Track the vehicle position in real-time, or view and replay historic routes taken on a digital map. The following information must be recorded with every GPS position: Vehicle and driver ID, date and time, latitude and longitude, altitude, heading, speed and the number of visible satellites.		

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
<p>Add, delete or edit unlimited user-defined locations such as customer, supplier, no-go zone etc. Entry and exit from locations must be recorded along with the date and time of the occurrence and the duration spent at each location.</p> <p>Active events must be based on 2 user inputs and active locations (on-board zones). Immediate event notifications can be sent via SMS whenever a critical event is recorded. Such events could be when entering or exiting a Zone, Panic / Assist button pressed (optional), Battery disconnect, etc.</p> <p>As an additional layer of security the unit must be equipped with a Backup Battery, making tracking possible even if the vehicle's main battery has been disconnected. The Backup Battery must start to operate as soon as the supply to the main vehicle battery is cut.</p> <p>Communications: The modem must be used to download data from and upload data to the GPS System. This must allow for real-time active tracking and immediate SMS event notifications.</p> <p>It must be possible to upgrade or update the configuration remotely over the air using the modem, thus reducing the need to remove the vehicle from duty when performing maintenance.</p> <p>Satellite communication must allow data download to the GPS unit when using an optional Sat Comms transceiver. This provides real-time tracking and event monitoring when out of coverage. Sat Comms must provide coverage within the boundaries of South Africa.</p> <p>Two-way voice communication must be possible when required.</p>		
<p>Vehicle and driver management: The following data must be recorded: date and time, distance travelled, journey duration, vehicle speed, journey departure and arrival time, location entered/exited, driver name, driver ID and vehicle ID.</p> <p>The following standard violations are recorded: Over speeding, over revving (optional), harsh braking, harsh acceleration and excessive idling.</p> <p>User-configurable analogue inputs are available which can be employed to trigger custom events such as cargo door open/close, light on/off etc.</p> <p>Set reminders for the vehicle's next service, vehicle/driver license expiry.</p> <p>Must be able to monitor the ignition switch status.</p> <p>Main harness with integrated buzzer. Back up battery.</p> <p>Optional: Series code plug harness including vehicle interface. Optional: Blue driver's plug (driver log-on). Optional: Twin Serial Harness. Optional: Voice Kit. Optional: Sat Comms.</p>		

SBM 29/24/25

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
<p>1 Technical description Voltage range: 9V DC – 33V DC.</p> <p>Input protection: Automotive 24v load dump (160V, 2 Ohm, 400Ms) ; short duration low-energy & high-energy transients.</p> <p>Clock: Real-time with independent battery back-up.</p> <p>Input & events: Highly configurable inputs and events.</p> <p>Firmware: Re-programmable firmware and configuration over wireless media (or optional wired interface).</p> <p>Provide sufficient analogue and digital input and output connections as required that can be configured by the user to monitor any device that generates a change in voltage in the range 0 – 38 volts.</p>		
<p>2 Frequency inputs: 2 X high frequency inputs (F1 & F2) working approximately 5KHz, one dedicated to measuring engine RPM (optional) and another to measuring Vehicle Road Speed (optional, alternatively, GPS speed is utilized (F3)).</p> <p>2 RS232 Serial Ports: 2 X RS232 serial ports operating at 57600 Baud rate (higher rates possible with hardware flow control) for connecting the following optional serial devices; S1: Other Serial Device or Card reader and S3: Dayton or Unit Sat Comms. S2 is dedicated to the internal modem.</p> <p>Buzzer and LED: The unit has a buzzer and optional LED to warn the driver and provide feedback of the vehicle's status.</p> <p>I2C Bus: Intended for use with optional code-plugs used to identify drivers, calibrate, diagnose faults, upload firmware and new configurations, and to download logged data and unit specific configuration information. This bus must also be used to drive the optional Keypad, which allows the driver to make voice calls when used together with the optional Voice Kit.</p> <p>Backup Battery: The backup battery must be powered by a Hi Temp LiPo Battery Pack. The minimum backup time is 4 hours, if the GPRS is active in low power mode and the GPS is disabled.</p>		
<p>Documents attached to the tender: It is compulsory to attach original manufacturer's specifications for the driver and vehicle communicator unit.</p>		

**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

SECTION 4.3

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 6: REMOVAL OF DRIVER AND VEHICLE MONITORING UNITS FROM REDUNDANT VEHICLES

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
GPS driver and vehicle monitoring units will be removed from redundant vehicles.		
The tenderer shall remove redundant units within 48 hours from receipt of the order.		
The unit must be removed with all wiring, sensors and ID tag socket.		
After removal, the unit will be handed over to the workshop manager who will sign the job card as proof of receipt. The unit number and SIM card number must be noted on the job card.		
Estimated quantities are noted in the pricing schedule. The tenderer must however be prepared to remove a single unit if only one vehicle is declared redundant. Include all cost, travelling and labour for the removal process.		
The tender price for the removal will include the removal the unit and all labour and travelling cost.		
Removal will be executed at the municipal mechanical workshop, cnr. of Floryn and Escudo Road, Marais Industria, Vredenburg. Arrange with the workshop manager for a suitable time and date within the minimum time period.		

**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

SECTION 4.3

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 7: FAULT FINDING AND MAINTENANCE OF DEFECTIVE DRIVER AND VEHICLE MONITORING UNITS, BIN LIFT COUNTERS AND ENGINE PROTECTION SYSTEMS

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Defective driver and vehicle monitoring units, lift logger and engine protection units will be required to repaired / maintained by the tenderer.		
The tenderer shall be on site for repairs within 48 hours from receipt of the order.		
The tender price will include all cost including in the labour rate per hour for the estimated hours, travelling and accommodation.		
Parts used must be identified on individual line items on the quotation. Invoices for parts must be attached and the mark up percentage and amount as per pricing schedule noted.		
The units must then be checked for reporting on the system for monitoring purposes <u>immediately after installation</u> before the job card can be signed off'.		
It is compulsory that the tenderer provide technicians and travelling for, at least, one free visit per month for maintenance and installation purposes . All travelling and labour cost must be included in the pricing schedule for unit repair for said visit.		
Estimated quantities are noted in the pricing schedule. The tenderer must however be prepared to repair a <u>single unit</u> if and when required. Include all cost, travelling and labour for the issue and introduction of a single unit.		
Fault finding and repairs will be done at the municipal mechanical workshop, cnr of Floryn and Escudo Road, Marais Industria, Vredenburg. Arrange with the workshop manager for a suitable time and date within the minimum time period.		
A kilometre rate will be included in the pricing schedule for repairs and maintenance. Estimated kilometres are noted in the pricing schedule within a radius of <u>180km</u> , one way, as reference. <u>The Municipality will only pay rates up to a maximum radius of 180km, one way. Additional travelling will be for the account of the tenderer.</u> The estimated travelling distance is noted with a radius of 180km from <u>Vredenburg</u> as reference. Tenderer's must calculate the actual distance in relation to Vredenburg.		

**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

SECTION 4.3

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 8: SUPPLY AND INSTALLATION OF NEW BIN LIFT LOGGERS / COUNTERS IN NEWLY PURCHASED TRUCKS

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Bin lift counters units will be installed in newly purchased Refuse Trucks on delivery and old units replaced on current trucks or current units incorporated to communicate to the web / server of the tenderer. Information for trucks must be available on the server within 30 days after contract signing.		
The tenderer shall supply and install new units within 48 hours from receipt of the order.		
The unit must be compatible to report on the system after installation.		
The lift logger sensor / counter must interface with the GPS unit in order to provide information on the server system. A counter must be fitted to both of the refuse truck bin lifters (two bin lifters per truck) and count the total bin lifts per truck as per required period. Invoices will not be processed unless the unit is live on the website.		
The SIM cards of the unit must be used for reporting and SIM card numbers linked to counter units on the system.		
The unit must then be introduced to the system for monitoring purposes immediately after installation before the job card can be signed off.		
The bin counter serial number must be noted on the job card and must also be included in the web history. The tenderer must be able to supply, at any given time, all unit numbers linked to the vehicle registration number. All information must be kept in the history of the system.		
All travelling and labour cost must be included in the pricing schedule.		
Estimated quantities are noted in the pricing schedule. The tenderer must however be prepared to install a single unit if only one new vehicle is purchased. Include all cost, travelling and labour for the issue and introduction of a single unit.		
The tender price for the installation will include the supply of a new bin lift counter unit, installation, travelling, accommodation and kilometre claims and all other expenses. After installation the unit will be tested and must be introduced and be live on the system.		
Installation will be done at the municipal mechanical workshop, cnr. of Floryn and Escudo Road, Marais Industria, Vredenburg. Arrange with the workshop manager for a suitable time and date within the minimum time period.		

BIN LIFT LOGGER UNIT SPECIFICATIONS

MINIMUM SPECIFICATIONS (Continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
Only new units will be accepted.		
Bin Lift Logger system with web access. Specified individuals must have access to the system.		
Logging system to be a monitoring device, reporting time and location of the handling of each refuse bin by the truck.		
The total number of bins emptied to be calculated daily, weekly, monthly and annually.		
<ul style="list-style-type: none"> - On line reporting, updated every 15 minutes and archived. - On line access. - Unique system to Saldanha Bay Municipality and Password Protected. - Include the cost for the training of Municipal Employees at Vredenburg. - System to incorporate latest technology with GPS capabilities. 		
<ol style="list-style-type: none"> 1. Municipal existing- and historical data must be available on the service provider's website. 2. Web: Daily Web Maintenance. Service provider must attend to queries and enquiries during office hours. 3. The Web service should support all the modern browsers for example, Mozilla Firefox, Google Chrome and Microsoft Edge. 4. Installation must be compatible with current Municipal Bin Lift Logger system and reports linked to server. 5. Bin Lift Logger Communicator System. 6. GPS monitoring and reporting: <ul style="list-style-type: none"> - System to incorporate latest technology with GPS capabilities. - Logging system to be a monitoring device, reporting time and location of the handling of each refuse bin by the truck. - The total number of bins emptied to be calculated daily, weekly, monthly and annually. - On line access. - Unique system to Saldanha Bay Municipality and Password Protected. 		

**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

SECTION 4.3

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 9: SUPPLY AND INSTALLATION OF ENGINE MANAGEMENT AND PROTECTION SYSTEM

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
New Engine Management/protection units will be installed in new vehicles on delivery and units installed on required current vehicles, as required.		
The system must be compatible with light vehicles, heavy vehicles and earthmoving machinery.		
The tenderer shall supply and install new units within 48 hours from receipt of the order.		
The unit must be compatible to interface to the driver and vehicle monitoring units.		
The SIM cards of the GPS unit must be used for reporting.		
The unit must then be tested for monitoring of the engine immediately after installation before the job card can be signed off'.		
All travelling and labour cost must be included in the pricing schedule.		
Estimated quantities are noted in the pricing schedule. The tenderer must however be prepared to install a single unit if only one new vehicle is purchased. Include all cost, travelling and labour for the issue and introduction of a single unit.		
The tender price for the installation will include the supply of a new engine management unit, installation, travelling, accommodation and kilometre claims. After installation the unit will be tested and must be introduced and be live on the system.		
Installation will be done at the municipal mechanical workshop, cnr. of Floryn and Escudo Road, Marais Industria, Vredenburg. Arrange with the workshop manager for a suitable time and date within the minimum time period.		
Compulsory Maintenance and repairs on protection units will be required.		

ENGINE MANAGEMENT UNIT SPECIFICATIONS

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
Only new units will be accepted.		
Engine management system for old and late model vehicles.		
Must monitor oil level, water level and water temperature and must be able to provide warnings of low levels and overheating.		
In case of warnings displayed the vehicle must be able to go in <u>Limp mode</u> and shut down after warnings have been activated.		

MINIMUM SPECIFICATIONS (Continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
<ul style="list-style-type: none"> - Must interface with the vehicle and driver monitoring unit. - Tamper proof. - Vibration resistant. - Waterproof electronics. - Fail-safe - if wiring is tampered with or is disconnected. - Self-diagnostic. - Dedicated wiring harness. - Fault indication display unit. - Coded calibration. - Alarm pre-warning before power loss. - Limp mode until vehicle stops. - Full engine shut down. - Oil pressure circuit linked to engine. - Revs to enable easy ecu interrogation. - Speed & rev control via pedal position. - Sensor (pps). - Automatic hazard light activation. - Engine fault. - National distribution. - Provide Nationwide 24-hour support/service with toll free number. 		
<p>The system must provide diagnostic and pre-warning functions. If any circuit is tripped due to a pre-set parameter being exceeded, switch failure, or loss of continuity of a signal wire, the driver must be alerted to the impending shut down of the engine by the appropriate circuit light and buzzer. The Hazard lights must automatically activate and this 10 second pre-warning that allows the driver to take necessary action to move the vehicle to the side of the road. Throttle control must be denied which effectively puts the vehicle into a "Limp Mode" and once the vehicle comes to a complete stop, the engine automatically shuts down. The Starter Motor must be isolated in sympathy with engine power loss. Throttle Control must be restored once the fault has been corrected. Three circuits monitor driver attitude and enforce Management limits via control of the Pedal Position Sensor (Accelerator) and Exhaust Brake. Speed and Revs must be controlled to pre-set calibrated limits after providing a pre-warning to the driver via the buzzer. The accelerator must be reinstated once the speed or revs have reduced to below the buzzer warning point and the driver has removed his foot from the accelerator. Excessive Engine Idle must also monitored & must stop the engine after 5 minutes of continuous idling.</p> <p><u>The unit must be fail-safe and any fault with the engine switches, wiring or main control module causes the engine to shut down.</u></p>		

MINIMUM SPECIFICATIONS (Continued)	COMPLY YES/NO	OFFERED SPECIFICATIONS
When the "GO" light is on the engine can be started and driven/operated. At any time that the "GO" light is off the Starter Motor is isolated to prevent excessive cranking and damage. In the event of a fault the circuit fault light turns with the buzzer. If the warning light flashes, the throttle ceases to function and the Hazard lights activate, automatically. As the vehicle loses speed the exhaust brake activates and once the vehicle comes to a full stop the warning light turns off, the engine stop control closes and the engine must automatically switch off. Any or all lights for the circuit/s responsible for stopping the engine must be displayed. This must be a controlled stop. The vehicle must only restart once the fault has been corrected. The buzzer will sound, intermittently and the corresponding light will flash as a pre-warning should the driver be reaching the Speed or Rev limits.		
Voltage : 12 or 24v DC. Consumption : Active mode - 50 mA. Fuse capacity: 5 Amp Maximum. Outputs: Engine Stop Control. Starter Motor Control. Exhaust Brake Activation. Hazard Activation. Buzzer/Alarm: High frequency Piezo. Pressure switch :70kPa Contacts normally open. Temperature switch: 103 degrees C. Contacts normally closed. Water level probe: Conductive. 6 sec Surge delay.		
Documents attached to the tender: It is compulsory to attach original manufacturer's specifications for the engine management unit.		

**It is compulsory to comply to all the minimum specifications.
It is compulsory to confirm "yes" or "no" on all line items.**

End of Item

I accept and approve all of the above. Compulsory to sign if the tenderer agrees to all requirements.

.....
SIGNATURE OF TENDERER

COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT

ITEM 10: SUPPLY AND INSTALLATION OF PARTS

PRICING FOR PARTS UTILISED

Comply
Yes/NO

<p>The tender provides for the replacement of parts. Prior to the fitment of any parts, approval must be gained from the fleet manager who will require a cost estimate. Invoices from suppliers for the purchase of parts must be attached to the quote for the maintenance process. The tenderer must note a mark-up percentage of said parts in the pricing schedule. The quote must then clearly reflect the purchase price (attached invoice) and the mark-up percentage.</p> <p>Please see the table below for an example to complete the pricing schedule. The bold, underlined and italic figures need to be written on the pricing schedule. (Figures are only for example purpose, tenderer's must note their preferred markup percentage)</p>	
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ITEM	SUMMARISED DESCRIPTION	ESTIMATED QTY FOR THE PERIOD	<u>TENDER RATE PRICE PER UNIT, EACH IN RANDE EXCLUDING VAT</u>	SUB TOTAL: ESTIMATED QTY X TENDER RATE EXCLUDING VAT
ITEM 10	Mark up on parts. (Price a percentage mark-up and add to the estimated amount)	R100,000	Mark up % <i><u>(10%)</u></i>	<i><u>R110,000</u></i>

Previous experience schedule (ALL ITEMS)

COMPLY
YES/NO

The tenderer must have completed at least a minimum of three previously successful projects / contracts with a contract period of at least 12 months within the past 5 years from the day of tender closing, for driver, lift logger and vehicle reporting and providing reports to be found responsive. Attach proof of award and completion of said contracts and contactable references.	
It is compulsory to complete the schedule below confirming the minimum required awarded contracts.	

NOTE: Failure to complete the schedule below and to submit the required proof with your tender document will render the tenderer non-responsive.

**SCHEDULE OF PREVIOUS GPS WEB HOSTING EXPERIENCE
(Compulsory to complete and attach proof)**

NAME OF CLIENT / COMPANY	CLIENT'S DETAILS <i>(Where work was performed, contact name & phone number)</i>	DATES OF CONTRACT (Start and end date)	VALUE OF CONTRACT

14. PRICING SCHEDULE

COMPULSORY PRICING SCHEDULE REQUIREMENTS

IT IS COMPULSORY TO COMPLETE THE PRICING SCHEDULE INCLUDED IN THIS DOCUMENT FOR ALL ITEMS TENDERED FOR.

NO LETTER HEAD OR ALTERNATIVE PRICE SCHEDULE WILL BE ACCEPTED.

- ALL TOTAL PRICES ARE ESTIMATED QUANTITIES MULTIPLIED BY TENDER **UNIT** PRICES TO OBTAIN LINE-ITEM TOTALS.
- THE TENDER WILL BE EVALUATED ON THE TOTAL PRICE FOR ALL ITEMS.
- IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS OF THE PRICING SCHEDULE TENDERED FOR. NO LINE ITEMS MUST BE LEFT BLANK. LINE ITEMS WHERE THE COST IS INCLUDED IN THE TENDER PRICE, MUST BE INDICATED AS "INCLUDED". LINE ITEMS PROVIDED FREE OF CHARGE MUST BE INDICATED WITH "R0.00". IF THESE PRICING INSTRUCTIONS ARE NOT ADHERED TO, THE TENDER WILL BE FOUND NON-RESPONSIVE.
- THE MUNICIPALITY RESERVES THE RIGHT TO PURCHASE ANY QUANTITY AS NEEDED.
- THE PRICING SCHEDULE MUST INCLUDE ALL COSTS INCLUDED IN THE SPECIFICATIONS INCLUDING TRAVELLING COST, LABOUR COST, ACCOMODATION, LABOUR RATES.
- NO ADDITIONAL ORDERS WILL BE ISSUED AND NO PAYMENT CLAIMS PROCESSED OTHER THAN THE INSTRUCTIONS AND PRICING REFLECTING ON THE ORDER. COST TO COMPLY WILL BE FOR THE ACCOUNT OF THE TENDERER.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

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14. PRICE SCHEDULE – Compulsory to be completed and signed by the tenderer.

YEAR 1: 01 JULY 2025 TO 30 JUNE 2026

ITEM	SUMMARISED DESCRIPTION	ESTIMATED QTY FOR THE PERIOD	TENDER RATE PRICE PER UNIT, EACH IN RANDB EXCLUDING VAT	SUB TOTAL: ESTIMATED QTY X TENDER RATE EXCLUDING VAT
ITEM 1	Web hosting for all current vehicles. Monitoring units on the web site / server, <u>Installation of new monitoring units in all current vehicles</u> , or program all existing units, to communicate to the tenderer's server and supply web access including a schedule of all vehicle and driver monitoring unit numbers and Municipal SIM card numbers of all current units to the municipality and avail on the web site, provide real time tracking and exception reports for the municipal fleet and training for municipal staff in Vredenburg. All travelling, labour, capital expenses, hosting, reporting and installations in existing vehicles must all be included in the monthly fee.	420 units	R _____ PER MONTH	
ITEM 2	Web Hosting of current Trucks Refuse Bin / Counters on the web site / server.	18 units	R PER MONTH	
ITEM 3	<u>Supply, deliver</u> and web hosting / programming driver ID Tags for current drivers.	515 units	R PER MONTH	
ITEM 4	(a) Supply and deliver new driver tags units for new drivers (Including Travelling).	30 units	R PER UNIT	
	(b) Program new driver ID tags and link to driver's name (Including labour and travel) .	30 units	R PER UNIT	
ITEM 5	(a) Supply vehicle and driver monitoring GPS units for new vehicles purchased.	25 units	R PER UNIT	
	(b) Install new vehicle and driver monitoring units in vehicles (Incl. labour and travel) .	25 units	R PER UNIT	
ITEM 6	Removal of vehicle units from redundant vehicles (Incl. labour and travel) .	10 units	R PER UNIT	
ITEM 7	(a) Fault finding and repairs of defective GPS / Bin counter / Engine Protection units and ID tags.	300 hours	R PER HOUR	
	(b) Rate per km for maintenance of units (Up to a Maximum of 180km one way) .	3000km	R PER KM	
ITEM 8	Supply and install Refuse bin counter units on Current Trucks (Incl. Labour and Travel) .	18 units	R PER UNIT	
ITEM 9	Supply and install new engine protection units on new vehicles (Incl. Labour and Travel) .	20 Units	R PER UNIT	
ITEM 10	Mark up on parts. (Price a percentage mark-up and add to the estimated amount).	R100,000.00	Mark up % _____	
TOTAL YEAR 1 EXCLUDING VAT				

It is compulsory to comply to all the minimum specifications of all items.

NAME OF TENDERER (THE COMPANY) _____

SIGNATURE _____

DATE _____

Initial _____

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14. PRICE SCHEDULE – Compulsory to be completed and signed by the tenderer.

YEAR 2: 01 JULY 2026 TO 30 JUNE 2027

ITEM	SUMMARISED DESCRIPTION	ESTIMATED QTY FOR THE PERIOD	TENDER RATE PRICE PER UNIT, EACH IN RANCS EXCLUDING VAT	SUB TOTAL: ESTIMATED QTY X TENDER RATE EXCLUDING VAT
ITEM 1	Web hosting for all current vehicles. Monitoring units on the web site / server, <u>Installation of new monitoring units in all current vehicles</u> , or program all existing units, to communicate to the tenderer's server and supply web access including a schedule of all vehicle and driver monitoring unit numbers and Municipal SIM card numbers of all current units to the municipality and avail on the web site, provide real time tracking and exception reports for the municipal fleet and training for municipal staff in Vredenburg. All travelling, labour, capital expenses, hosting, reporting and installations in existing vehicles must all be included in the monthly fee.	420 units	R PER MONTH	
ITEM 2	Web Hosting of current Trucks Refuse Bin / Counters on the web site / server.	18 units	R PER MONTH	
ITEM 3	<u>Supply, deliver</u> and web hosting / programming driver ID Tags for current drivers.	515 units	R PER MONTH	
ITEM 4	(a) Supply and deliver new driver tags units for new drivers (Including Travelling).	30 units	R PER UNIT	
	(b) Program new driver ID tags and link to driver's name (Incl. labour and travel) .	30 units	R PER UNIT	
ITEM 5	(a) Supply vehicle and driver monitoring GPS units for new vehicles purchased.	25 units	R PER UNIT	
	(b) Install new vehicle and driver monitoring units in vehicles (Incl. labour and travel) .	25 units	R PER UNIT	
ITEM 6	Removal of vehicle units from redundant vehicles (Incl. labour and travel) .	10 units	R PER UNIT	
ITEM 7	(a) Fault finding and repairs of defective GPS / Bin counter / Engine Protection units and ID tags.	300 hours	R PER HOUR	
	(b) Rate per km for maintenance of units (Up to a Maximum of 180km one way) .	3000km	R PER KM	
ITEM 8	Supply and install Refuse bin counter units on Current Trucks (Incl. Labour and Travel) .	18 units	R PER UNIT	
ITEM 9	Supply and install new engine protection units on new vehicles (Incl. Labour and Travel) .	20 Units	R PER UNIT	
ITEM 10	Mark up on parts. (Price a percentage mark-up and add to the estimated amount).	R100,000.00	Mark up % _____	
TOTAL YEAR 2 EXCLUDING VAT				

It is compulsory to comply to all the minimum specifications of all items.

NAME OF TENDERER (THE COMPANY) _____

SIGNATURE _____

DATE _____

Initial _____

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14. PRICE SCHEDULE – Compulsory to be completed and signed by the tenderer.

YEAR 3: 01 JULY 2027 TO 30 JUNE 2028

ITEM	SUMMARISED DESCRIPTION	ESTIMATED QTY FOR THE PERIOD	TENDER RATE PRICE PER UNIT, EACH IN RANCS EXCLUDING VAT	SUB TOTAL: ESTIMATED QTY X TENDER RATE EXCLUDING VAT
ITEM 1	Web hosting for all current vehicles. Monitoring units on the web site / server, <u>Installation of new monitoring units in all current vehicles</u> , or program all existing units, to communicate to the tenderer's server and supply web access including a schedule of all vehicle and driver monitoring unit numbers and Municipal SIM card numbers of all current units to the municipality and avail on the web site, provide real time tracking and exception reports for the municipal fleet and training for municipal staff in Vredenburg. All travelling, labour, capital expenses, hosting, reporting and installations in existing vehicles must all be included in the monthly fee.	420 units	R PER MONTH	
ITEM 2	Web Hosting of current Trucks Refuse Bin / Counters on the web site / server.	18 units	R PER MONTH	
ITEM 3	<u>Supply, deliver</u> and web hosting / programming driver ID Tags for current drivers.	515 units	R PER MONTH	
ITEM 4	(a) Supply and deliver new driver tags units for new drivers (Including Travelling).	30 units	R PER UNIT	
	(b) Program new driver ID tags and link to driver's name (Including labour and travel) .	30 units	R PER UNIT	
ITEM 5	(a) Supply vehicle and driver monitoring GPS units for new vehicles purchased.	25 units	R PER UNIT	
	(b) Install new vehicle and driver monitoring units in vehicles (Incl. labour and travel) .	25 units	R PER UNIT	
ITEM 6	Removal of vehicle units from redundant vehicles (Incl. labour and travel) .	10 units	R PER UNIT	
ITEM 7	(a) Fault finding and repairs of defective GPS / Bin counter / Engine Protection units and ID tags.	300 hours	R PER HOUR	
	(b) Rate per km for maintenance of units (Up to a Maximum of 180km one way) .	3000km	R PER KM	
ITEM 8	Supply and install Refuse bin counter units on Current Trucks (Incl. Labour and Travel) .	18 units	R PER UNIT	
ITEM 9	Supply and install new engine protection units on new vehicles (Incl. Labour and Travel) .	20 Units	R PER UNIT	
ITEM 10	Mark up on parts. (Price a percentage mark-up and add to the estimated amount).	R100,000.00	Mark up % _____	
TOTAL YEAR 3 EXCLUDING VAT				

It is compulsory to comply to all the minimum specifications of all items.

NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

Initial _____

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14. PRICE SCHEDULE – Compulsory to be completed and signed by the tenderer.

TOTAL: YEAR 1 (EXCLUDING VAT)	
TOTAL: YEAR 2 (EXCLUDING VAT)	
TOTAL: YEAR 3 (EXCLUDING VAT)	
TOTAL: YEAR 1 + TOTAL YEAR 2 + TOTAL YEAR 3 (EXCLUDING VAT)	
VAT @ 15%	
GRAND TOTAL: TOTAL YEAR 1 + TOTAL YEAR 2 + TOTAL YEAR 3 (INCLUDING VAT)	

It is compulsory that the pricing must provide for and comply with all requirements included in the general and detailed specifications per item.

Installation and removal of units as well as fault finding and repairs may be required for a minimum of one vehicle at a time.

NAME OF TENDERER (THE COMPANY)

SIGNATURE

DATE

END OF PRICING SCHEDULE

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PART E: OTHER

15. PRICE ADJUSTMENTS

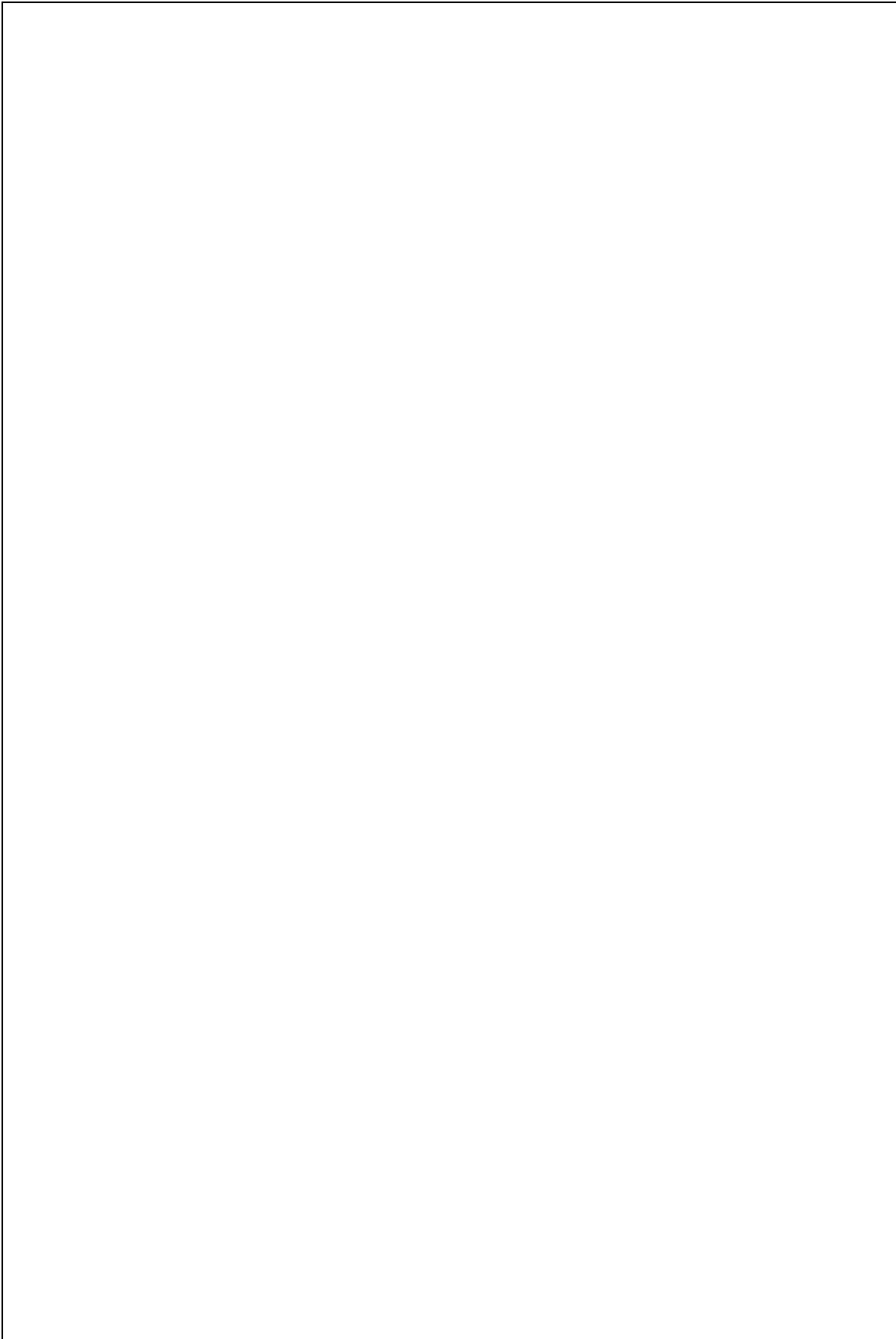
Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

16. OMISSIONS, ALTERATIONS AND ADDITIONS



17. SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.
2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature _____ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)

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ANNEXURE A

DOCUMENTS TO ATTACH TO THE TENDER

IT IS COMPULSORY TO ATTACH ALL REQUESTED DOCUMENTATION OF ALL ANNEXURES BELOW AFTER EACH PAGE

NAME OF TENDERER:

.....

ENSURE THAT THE TENDER DOCUMENT IS NEATLY AND SECURELY BOUND. FOLLOWING THE TENDER DOCUMENT, ATTACH ALL COMPULSORY REQUIRED DOCUMENTS TO THE BACK OF EACH ANNEXURE PAGE AS REQUESTED.

- **Do not insert pages between the tender document.**
- Attach all documentation to the back of each Annexure category.
- The Annexures must be re-assembled according to page numbers.
- Write the name of the tenderer in Black ink on the top of each page.
- The tender document requirements will govern if a document required in the tender document is, by mistake, not included in the Annexure pages (attachment) schedule.
- Attach documents in the same sequence requested per line item.

Attach directly after this page the following:

- Valid SARS certificate.
- Valid, original OR **originally certified** SANAS approved B-BBEE certificate.
- **Latest Municipal Account / lease agreement of company (The tenderer).**
- **Latest Municipal Accounts of residence of all directors as noted in the MBD 8.**
- ID Documents of owners or/and directors.
- CIPRO documents (Company Registration Forms).
- Resolution of signatory to tender on behalf of the company.

I confirm that all requested documents are attached.

.....

Signature of tenderer

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ANNEXURE B

NAME OF TENDERER:

FOR:

ITEM 5: SUPPLY AND INSTALLATION OF NEW FM SYSTEM IN VEHICLES

ITEM 9: SUPPLY AND INSTALLATION OF ENGINE MANAGEMENT AND PROTECTION SYSTEM

IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER:

Attach directly after this page the following:

- Detailed, **manufacturer's** specifications of driver and vehicle monitoring units.
- Detailed, **manufacturer's** specifications of Engine management / protection units.
- Proof that the service is the core business of the tenderer. Supply proof of current web hosting service solutions and programming capabilities. Provide information on a letter head with web site link included.
- OHS / Risk safety plan.
- Workman's Compensation – Letter of good standing.
- Public Liability insurance.
- Craftmanship insurance.
- Proof of previous successful contracts.

I confirm that all requested documents are attached.

.....
Signature of tenderer