

**UMZINYATHI DISTRICT MUNICIPALITY**



**T2026-26**

**SPECIFICATION AND BID DOCUMENT FOR T2026-26 LEASING OF 25 WATER TANKERS FOR A PERIOD OF THREE (03) YEARS**

**CLOSING DATE: 30 JULY 2026**

**CLOSING TIME: 12H00 PM**

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

**POSTAL ADDRESS: .....**

.....

.....

**TELEPHONE NUMBER: .....**

**FAX NUMBER: .....**

**E- MAIL ADDRESS: .....**

## ADVERTISEMENT

### T2026-26 LEASING OF 25 WATER TANKERS FOR A PERIOD OF THREE (03) YEARS

The uMzinyathi District Municipality hereby invites suitable, qualified and professional service providers for the above mentioned tenders.

Tender documents will be available as from **30 June 2026, Tuesday** on the e-tender portal [www.etenders.gov.za](http://www.etenders.gov.za) Municipal website: [www.umzinyathi.gov.za](http://www.umzinyathi.gov.za).

Tenders will be evaluated on the Functionality Criteria as specified in the tender documents and thereafter bidders who score a minimum required number of points will be further evaluated using the 80/20 Preferential Point System as prescribed in the Council Supply Chain Management Policy. Only bidders who score **70 minimum points** on functionality criteria will qualify for the second stage of evaluation.

The following **Functionality Evaluation Criteria** will be applicable:

Evaluation Criteria	Maximum Allocated Points
Number of vehicles under management as at the date of submission i.e. full maintenance lease, finance lease and managed maintenance. Bidders to attach reference letters not older than 2 years stating the number of vehicles managed and service provided	20
Provide evidence of experience (i.e. letters of award/ appointment) of at least ten (10) leasing contracts within the Public Sector for finance lease and/or full maintenance lease in the period 01 January 2022 to date of submission of this bid	20
Number of years company performing fleet management services (attach appointment letters)	20
Management Experience	10
Compliance Certificates: ICASA Certificate, RMI Accreditation; COIDA certificate; Information Regulatory Certificate	10
Bank Guarantee or Guarantee of R100 million from any institution accredited by the FSB/FSCA or Reserve Bank	20
<b>Total</b>	<b>100</b>

The completed tender documents complying with all conditions of the tender must be enclosed in a sealed envelope and clearly marked with **T2026-26 LEASING OF 25 WATER TANKERS FOR A PERIOD OF THREE (03) YEARS** must be deposited in the official tender box located at the reception area, Princess Magogo Building, 39 Victoria Street, Dundee 3000, no later than closing date **30 July 2026, Thursday, at 12H00** which will be followed by an opening. Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances be considered.

**Tender documents sent via Courier services must be deposited in the tender box and not be handed to an employee of uMzinyathi District Municipality.**

Umzinyathi District Municipality is not obliged to appoint the lowest bid and further reserves the right not to proceed herein and further reserves the right not to accept any bid or part thereof. Tenders submitted are to be valid for a period of 120 days from the closing date for submissions of tenders.

**Enquires** can be directed to **Mr. S Mawela Tel: 034 219 1500**, email address: [mawelas@umzinyathi.gov.za](mailto:mawelas@umzinyathi.gov.za) during office hours. Supply Chain Management related enquiries can be directed to **Mr. Kwanda Ngubane Tel: 034 219 1500**, email address: [kwanda@umzinyathi.gov.za](mailto:kwanda@umzinyathi.gov.za).

**MR MV NTANZI**  
**MUNICIPAL MANAGER**

## **SPECIAL CONDITIONS OF BID**

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.  
Sealed bids, clearly marked "**T2026-26 LEASING OF 25 WATER TANKERS FOR A PERIOD OF THREE (03) YEARS**" must be placed in the tender box situated in the foyer of the Princess Magogo Building, 39 Victoria Street, Dundee, not later than **30 July 2026, Thursday, at 12H00.**
3. Bids must remain valid for a period of 120 days from closing date for submission of bids.
4. Bids shall be adjudicated in terms of the Supply Chain Management Policy of uMzinyathi District Municipality.
5. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
6. The point allocation used for the adjudication of this bid is provided on MBD 6.1. This form must be duly completed and signed by the authorized person for preferential points to be allowed.
7. No bid shall be considered, unless it is submitted on the attached bidding documents.
8. Failure to complete the forms in every aspect as requested may invalidate the bid.
9. No bids submitted by telefax, telex, telegram or electronic mail will be considered.
10. All prices must be in South African currency.
11. Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.
12. Bidders will not be informed whether they have been successful, but the name of the successful bidder will be published on the municipal website.

## **GENERAL CONDITIONS OF CONTRACT**

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## 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 goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the 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 goods covered by the bid will be manufactured.
  - 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28.1 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipal website.

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

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

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.

- 5.1 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.
- 5.2 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.
- 5.3 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

## **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.

## **8. Inspections, tests and analyses**

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

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

### **13. Incidental Services**

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

### **14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services,

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

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for

any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### **24. Antidumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct

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

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

### **29. Governing language**

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

### **30. Applicable law**

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

### **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restrictive practices**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
  
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
  
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## **SPECIFICATION OF GOODS OR SERVICES REQUIRED:**

### **16.1. FLEET PROCUREMENT – FULL MAINTENANCE LEASE**

Prospective bidders with the necessary knowledge, expertise, capacity and experience must submit proposals in line with the following requirements:

- 16.1.1. This tender calls for the supply and delivery of vehicles on a lease basis. Upon award and prior to delivery, the successful bidder must provide valid proof of licensing, registration, and comprehensive vehicle tracking for at least one vehicle of each type proposed for rental.
- 16.1.2. Although uMzinyathi District Municipality requires the use of the vehicles with no intention of ownership, the lease contract must have an option for the municipality to procure the item of fleet at the end of the lease period. The value of each vehicle must be determined based on an estimated fair usage period and depreciated values of three (3) years, in alignment with the contract duration.
- 16.1.3. Source suitable pricing from relevant manufacturers and suppliers in line with the approved specifications supplied by uMzinyathi District Municipality, for the period of the lease contract.
- 16.1.4. The bidders will be required to price accessories based on specifications provided by uMzinyathi District Municipality.
- 16.1.5. Vehicles delivered must be “fit for purpose” (required attachments, accessories and modifications are completed to fulfil the necessary requirements). The bidder will be required to fit logos and vehicle telematics.
- 16.1.6. To manage the value chain, including production schedules, securing the relevant warranties plans, as well as the delivery of each vehicle to the uMzinyathi District Municipality.
- 16.1.7. The successful bidder must indicate the delivery lead time on the pricing schedule. This lead time must reflect the period from the date of official order placement by uMzinyathi District Municipality to the date of delivery to the Municipality. Where aftermarket accessories are required, the bidder will have to indicate this lead time on both the standard vehicle offered from the OEM as well as the lead time if accessories must be added.
- 16.1.8. uMzinyathi District Municipality will not guarantee any quantities in respect of the vehicles specified in this document. However, in consideration of the commercial viability of the associated business transaction, uMzinyathi District Municipality will endeavour to source all its associated requirements from the contractor, except

where the contrary is expressly provided for by the parties in the final agreement or in terms of legislation.

- 16.1.9. The quantities cited in the pricing schedule are for indicative purposes and based upon available budget and operational requirements. uMzinyathi District Municipality reserves the right to increase or decrease quantities at its discretion within the award period and the vehicle schedule will run for 36 months and survive the termination of the master contract due to the elapse of time.
- 16.1.10. Average usage of 4000 kms per month for sedans, LDVs and trucks – Earthmoving equipment average hour usage 200 hours per month.

## **16.2. MANAGED MAINTENANCE OF MUNICIPAL VEHICLES**

- 16.2.1. Bidders must submit proposals on how it will provide for maintenance of vehicles and earthmoving equipment, accessories and fitments.
- 16.2.2. The successful bidder will be required to maintain/ repair all vehicles in accordance with manufacturer specifications.
- 16.2.3. Bidders must submit proposals on how they will identify vehicles that are due for maintenance/ repair, and how the uMzinyathi District Municipality will be informed and form part in this regard.
- 16.2.4. Bidders must submit proposals on how they will ensure availability requirements are maintained during planned maintenance/repair of a vehicle.
- 16.2.5. Bidders must submit proposals on how they will provide for maintenance of all accessories and fitments on the vehicles in terms of manufacturer specifications or industry accepted standards, to ensure that such items are in working condition at all times.
- 16.2.6. Authorising maintenance and repairs subject to the agreed levels of authorisation granted by uMzinyathi District Municipality and issuing an authorisation number to the Maintenance Provider, when the vehicle is delivered for the Maintenance Services.
- 16.2.7. Maintaining up-to-date records of all maintenance undertaken on each vehicle, including date of maintenance, description, odometer reading (if applicable), invoice details and cost. The bidder will be required to highlight exceptions in terms of repetitive repairs and / or replacements.

The bidders must submit proposals on how they will provide managed maintenance services for non-specialized vehicles owned by the uMzinyathi District Municipality.

The successful bidder will be required to provide managed maintenance services based on

the following aspect:

- i. Registering the Vehicles onto its fleet management system, and capturing information about the Vehicle make, range, model, registration number as well as the commencement date of the Managed Maintenance Services.
- ii. Ensuring that each Vehicle has a signed schedule to acknowledge activation of the Managed Maintenance services for purposes of accurate monthly billing and maintaining record of each Vehicle schedules signed by the uMzinyathi District Municipality.
- iii. Providing Managed Maintenance Services on a planned and unplanned basis, as well as at the occurrence of emergencies and breakdown, as required by the uMzinyathi District Municipality, including tyre management services, i.e. repairs and replacement, roadside breakdown assistance and the procurement of parts at competitive prices.
- iv. Pre-empting and scheduling routine maintenance and/or servicing from the vehicles utilising management information available to it through the various sources, including information acquired from the vehicle management device.
- v. Facilitating and co-ordination of maintenance, repairs, support and servicing of vehicles, including procuring and supplying quotation to uMzinyathi District Municipality for the maintenance and repairs to be undertaken.
- vi. Scrutinising maintenance quotations and invoices from third party manufacturers and sub-contractors, to ensure market competitiveness in relation to pricing and nature of repairs and ensuring approval by the Municipality prior to any work.
- vii. Authorising maintenance and repairs subject to the agreed levels of authorisation granted by the uMzinyathi District Municipality and issuing an authorisation number to the Maintenance Provider, when the Vehicle is delivered for the Maintenance Services.
- viii. Ensuring that the maintenance provider carries out the work in accordance with the standards set out by the manufacturer and processing the maintenance providers' maintenance invoices for payment, including managing the vehicle warranty claims on behalf of uMzinyathi District Municipality.
- ix. Maintaining up to date records of all maintenance undertaken on each vehicle, including date of maintenance, description, maintenance provider details, odometer reading (if applicable), invoice details, and cost. The bidder will be required to highlight exceptions to the uMzinyathi District Municipality in terms of repetitive repairs and/or` replacements.
- x. Invoicing the uMzinyathi District Municipality for the actual cost of maintenance and repairs (without mark-up), carried out by third party maintenance providers.
- xi. Bidders must submit their proposals of how they intend processing the manufacturers

service warranties and claims as and when they arise.

### **16.3. PROVISION OF VEHICLE MANAGEMENT TECHNOLOGY**

Bidders must submit proposals of how they will provide systems to ensure that each vehicle is fitted with GPS enabled Vehicle Management Technology (VMT) and how the system will be managed.

- 16.3.1. Implement a system that will govern the movement of vehicles and ensure that municipal vehicles comply to the Traffic regulations.
- 16.3.2. Bidders must submit proposals of how they will arrange for and provide an automated log book facility for each vehicle and how this system will be managed. The automated log book facility must interface with the VMT.
- 16.3.3. Bidders must submit proposals of how they will arrange for and provide facilities to ensure that only authorized drivers are given access to vehicles, such as the inclusion of driver tags for vehicles.
- 16.3.4. Bidders must submit proposals on how they will report on vehicle utilization exception, including utilization percentage, use of vehicles outside normal working hours, use of vehicles outside of geo-fenced areas, excessive speed, harsh braking, and long idle, main battery disconnect, daily unit health check.
- 16.3.5. The VMT system must provide for the immobilization of the vehicle
- 16.3.6. The VMT system must provide for remote vehicle immobilization by “authorized personnel” and must ensure safe vehicle stopping.
- 16.3.7. Driver ID restrictions and authorisation must be independent of the tracking device communications coverage
- 16.3.8. The proposed system offered by the bidder must be capable of interfacing with existing or newly developed ICT platforms without significant/major cost to the Municipality.
- 16.3.9. Bidders must be in possession of the ICASA certificate in the name of the bidding entity – failure will result in automatic disqualification.
- 16.3.10. VMT must provide for:
  - a) Vehicle utilization exception, including utilization percentage
  - b) Use of vehicles outside normal working hours

- c) Use of vehicles outside of geo-fenced areas
- d) Excessive speed
- e) Harsh braking
- f) Excessive idling
- g) Main battery disconnected
- h) Daily unit health check

The VMT system must provide for different vehicle and driver categories. Vehicle and driver categories must be linked so that only similar vehicle and driver categories will be accepted

#### **16.4. PROVISION OF CALL CENTRE SERVICES**

The uMzinyathi District requires vehicles to be supported through own dedicated call centre service line wherein affected parties can call in to log their queries and report vehicle breakdown and receive assistance.

- 16.4.1. Bidders must submit proposals of how they will ensure that uMzinyathi District Municipality is supported in terms of call centre services (24/7). Calls should be responded and be recorded.
- 16.4.2. The call centre will respond to maintenance, service and accident calls.
- 16.4.3. Preference will be given to an integrated solution that ensures that the services/information are/is provided within the uMzinyathi District Municipality environment and that the data can easily be interfaced with the operational information.
- 16.4.4. Bidder must submit proposal on how all calls for assistance and queries will be recorded and method of integration with current Fleet Management Unit personnel
- 16.4.5. Bidders must submit proposal on how it will provide a fully automated measurement tool and reports, not allowing for human intervention or manipulation of information, in terms of required reports.
- 16.4.6. Bidders must provide detail response on their call centre operations – call centre dashboard and reports to be submitted in the bid response.
- 16.4.7. Bidders must maintain a fully operational call centre facility at the time of bid submission. The Municipality will inspect the premises prior to tender award, and failure to demonstrate compliance will result in disqualification.

#### **16.5. PROVISION OF BREAKDOWN AND ROADSIDE ASSISTANCE**

The uMzinyathi District Municipality requires vehicles breakdown, roadside assistance and towing services:

- 16.5.1. The bidders must submit proposals of how it will manage the entire breakdown response process, ensuring continuous liaison and update to the relevant line manager and or driver until the breakdown is resolved.
- 16.5.2. The bidder shall provide access to the breakdown incidence through its call centre or liaison officer - whose availability shall be 24/7 days a week. This person to also liaise directly to the Manager: Fleet Unit and Senior Fleet Officer of the municipality.
- 16.5.3. The provision of roadside and breakdown services will be applicable to all municipal vehicles. All calls logged must be recorded on the management systems.
- 16.5.4. Wherever possible and necessary, a relieve vehicle may be provided and costs charged to the municipality for the duration of the vehicle repair. Approval must be obtained from the municipality.
- 16.5.5. Breakdown / roadside assistance on heavy duty or earthmoving equipment will form part of the vehicle managed maintenance lease contract.

#### **16.6. PROVISION OF REFUELLING SERVICES and / or SOLUTION**

The uMzinyathi District Municipality requires the service provider to ensure that vehicles are fitted with electronic refuelling systems and or / fuel card.

- 16.6.1. Bidder must submit proposals of how they will provide, facilitate and manage services related to the provision of fuel and/or and fuelling facilities, through electronic fuelling systems.
- 16.6.2. Bidders must submit proposals for the following in relation to refuelling:
  - 16.6.2.1. Forecourt fuelling for each vehicle Monitoring and scrutiny of fuelling transactions, by:
  - 16.6.2.2. Implementing consumption benchmarks per vehicle,
  - 16.6.2.3. Establishing a process to ensure that Vehicles are filled to capacity at each fill-up,
  - 16.6.2.4. Collect and maintain accurate fill-up details, including kilometres at time of fill-up,
  - 16.6.2.5. Calculating the consumption for each fill-up and cost of consumption in excess of the benchmark,
- 16.6.3. Aggregating the costs of excess consumption by vehicle on a monthly basis,
- 16.6.4. Implementing systems to detect abuse or fraud and assist the municipality to manage the associated risk.

- 16.6.5. Implementing an electronic fuel system to collect data in relation to these services and provide monthly reports of all transactions or services consumed by the client, including and where applicable, the vehicle registration (where applicable), merchant details; date of transaction, volume consumed and price, as well as the mileage of the Vehicle at the time of transaction.
- 16.6.6. Facilitating management intervention by providing reports on daily single variances, monthly trend analysis and comparison of expenditure per vehicle, driver and cost centre.

#### **16.7. PROVISION OF AD-HOC RENTAL**

The successful bidder will be required to provide and manage services and facilities related to the ad hoc rental of specified vehicles in accordance with municipality requirements. Bidders must submit proposals on how it will provide ad-hoc vehicle requirements, including, but not limited to, the following:

- 16.7.1. Procuring ad hoc vehicle from relevant and appropriate ad hoc vehicle suppliers.
- 16.7.2. Ensuring that ad hoc vehicles are made available at the required locations, as and when necessary and within the shortest possible period.
- 16.7.3. Ensuring that ad hoc Vehicles are comprehensively insured for the time it is being used by the uMzinyathi District.
- 16.7.4. Assisting the uMzinyathi District to reasonably plan for ad hoc Vehicles in order to improve efficiency, quality, reliability, scheduling and the reduction of cost.
- 16.7.5. Ensuring that the ad hoc vehicle is fit for the purposes required in terms of the ad hoc vehicle request form; and that it is delivered to the correct location, as specified.
- 16.7.6. Providing an analysis of all ad hoc Vehicles provided.
- 16.7.7. Providing a monthly report or relating to Ad Hoc Vehicles ordered and/or delivered for use, including reference number, date of order, date of delivery, vehicle category, term of rental, rental rate/cost, and kilometres travelled as well as indicate the delivery timing of the Ad Hoc Vehicle.
- 16.7.8. Ensuring that each Ad Hoc Vehicle delivered to the User Department is available for 100% of scheduled operating hours.

#### **16.8. PROVISIONING OF LICENSING SERVICES**

- 16.8.1. The successful bidder will be required to provide, facilitate and manage services to ensure that vehicles are registered and licensed at all times, including obtaining certificate of fitness (COF) and operator cards where necessary.
- 16.8.2. The successful bidder will be required to arrange for and provide facilities for registration and licensing of the specified vehicles in accordance with relevant legislation, including the registration of specified vehicles as emergency vehicles.
- 16.8.3. The uMzinyathi District will only pay for the actual registration or licensing of vehicles as and when vehicles should or may be transferred to the municipalities name and asset register.
- 16.8.4. Bidders must submit a proposal of how they will fulfil the requirements of the uMzinyathi District as it relates to the licensing of vehicles.

### **16.9. TRAFFIC FINE MANAGEMENT SERVICES**

The successful bidder will be required to arrange for and provide facilities for the administration of driving licences as well as the redirection and settlement of traffic fines, including but not limited to:

- 16.9.1. Registration and authorisation of each driver that has been approved to drive a vehicle managed by the successful bidder.
- 16.9.2. Issuing each authorised driver with an electronic driver identification tag that is able to link each driver to a specific vehicle each time that the driver has driven such vehicle.
- 16.9.3. Informing the uMzinyathi District of the validity of the driver's licenses or Professional Driving Permit of any driver that intends to use a vehicle.
- 16.9.4. Redirecting all infringement notices in respect of relevant Vehicles in accordance with the AARTO regulations.
- 16.9.5. Developing and maintaining an updated database of all authorised drivers and all other information or data relevant for the management and redirection of fines.
- 16.9.6. Identifying repeat offenders and reporting same for intervention and management of the risk by the User Department Manager.
- 16.9.7. Bidders must submit proposals of how they will ensure that traffic fines are registered and administered timeously, including redirecting of fines to the relevant driver / or appropriate cost centre, where necessary. Bidders must include in their proposal how they intend to manage the driver database.

### **16.10. FITMENT OF VEHICLE ACCESSORIES**

The bidder must ensure that all vehicles are fitted for purpose and fitted with the required accessories. Prospective bidders must familiarize themselves with the assets class and type currently used by the municipality to ensure compliance with the bid requirements.

- 16.10.1. The contractor shall fit to the municipal vehicles' accessories and fitments necessary for the municipal operations.
- 16.10.2. The contractor shall provide financing for accessories and fitments at the same financing rate and term as applicable to capital cost of the leased vehicle
- 16.10.3. The contractor shall fit non-removable decals with the name and other relevant details of the user group in highly visible areas of all leased vehicles
- 16.10.4. The contractor shall upon request and at the cost of the municipality, remove accessories / fitments from one vehicle for installation to other vehicles identified by the municipality.
- 16.10.5. The contractor shall advise the municipality about the selection of accessories / fitments necessary to meet fleet Requirement
- 16.10.6. The contractor shall ensure that the accessories / fitment complies with legislation and in line with OEM standards.

#### **16.11. PROVISION OF DETAILED FLEET ASSESSMENT AND ANALYSIS**

Bidders must undertake annually, detailed Fleet Assessment and analysis exercise covering various aspects of fleet management services. The assessment will provide insightful understanding to the municipality of its current fleet status and operational efficiencies. The information collated will be used to streamline the operations and procurement of vehicles in line with stated outcome of reducing costs.

- 16.11.1. Successful bidder will perform on an annual basis detailed fleet feasibility study and assessment to inform and advice the municipality. The assessment will be carried out prior to financial year end as part of assets management and reporting for the purpose of preparing Annual Financial reports alongside the municipal fleet management unit and Asset management unit.
- 16.11.2. Successful bidder will, at the initial stage, undertake an audit (verification) on existing assets, age and compatibility with area of operation. This will also include a detailed development of fleet policies and lifecycle replacement process guided and in support of the municipal fleet management unit.
- 16.11.3. Identifying viable strategy for assets and vehicles maintenance, repairs and disposal at the end of the lifecycle.
- 16.11.4. The successful bidder is to provide options on a continuous basis as to how the municipality can fund procurement of vehicles and equipment "on and as" when required. This is meant to improve financial liquidity of the municipality without compromising service delivery.

16.11.5. The successful bidder will advise the municipality on continuous basis on the efficient way of managing vehicles and assets to achieve the following objectives:

- i. **Saving costs** – provision of information on the cost versus benefit analysis
- ii. Developing management and operational standards, policies and procedures

## 16.12. VALUE ADDED SERVICES

The Service Provider will be required to provide value add services (VAS) and other fleet administration services, including but not limited to

### 16.12.1. Performance Reporting

The Service Provider will be required to collect, maintain and provide “up to date” vehicle information (including exceptions), management records and related reports to stakeholders and line managers periodically.

Bidders must propose a reporting regime that includes, but not be limited to:-

- Detailed operational exception reports (Daily and Weekly);
- Detailed consolidated operational reports with detailed analysis, exceptions and interventions/ solutions (Monthly);
- Comparative summary reports with trend analysis and projections (Quarterly);
- Cumulative reports with trend analysis and projections (Annually).

### 16.12.2. Fleet Performance Reporting

Bidders must propose specific mechanisms and systems (system capabilities to be included in the response) that they will use to report performance in relation to the following fleet performance indicators:

- a. **Vehicle Availability Ratio** - To measure and report on the average time that a vehicle is available for use during any scheduled operating time or shift.
- b. **Vehicle Utilization Ratio** - To measure and report on the extent to which the vehicles are used.
- c. **Spare Capacity Ratio** - To measure whether sufficient vehicles are available to perform work to the required service level standards and to justify the fleet size or population.

### 16.12.3. Skills Transfer and Social Engagement

The Service Provider will be required to up-skill and train operators and administrators of the municipality to ensure skill and knowledge transfer during the implementation of the project. It is the intended requirement to also ensure that the mobility requirement of the municipality is implemented in a manner that will ensure that there are economic spin-off and broad participation of the community in the project.

- I. Training to be aligned with the project outcome including drivers, operators, mechanics and administrators' empowerment initiatives.
- II. Community and / or business-based participation in the project to ensure favourable economic spin-off.
- III. Localisation of services to existing business enterprises particular Historical Disadvantage individual
- IV. Assistance and capacitating of current municipal workshops in order to ensure positive project legacy through equipment and specialised tool provision.
- V. Capacitating municipal fleet unit teams/administrators through training and related activities to ensure these teams are able to gain skills and knowledge on relevant fleet management activities and norms.

### **16.13. AVAILABILITY REQUIREMENTS**

Bidders must submit proposal on how they will manage the availability of vehicles, including but not limited to execution of the following responsibilities in relation thereto:

- 16.13.1. Ensuring that each vehicle is available for the minimum required 85% of the Scheduled Operating Hours (SOH) per month.
- 16.13.2. The successful bidder will be required to capture and record the availability information for each vehicle into an information system, including the scheduled operating hours of each vehicle, in order to monitor the achievement of availability and to report such availability accurately.
- 16.13.3. The successful bidder must inform uMzinyathi District Municipality about the anticipated downtime on a vehicle that has been submitted for maintenance and/ or repairs. This is to be done through the Municipal Fleet Management Unit.
- 16.13.4. The availability shall be calculated per Vehicle, and expressed as a percent of the Scheduled Operating Hours for each month, whereby;

- 16.13.5. The Daily Vehicle Working Hours (DVWH) shall be expressed either as 12 hours per day or as 24 hours per day.
- 16.13.6. Vehicle Working Days (VWD) shall be expressed either as 7 days/ week or as 5 days/week.
- 16.13.7. The bidder must submit in its proposal interventions that it will implement in order to achieve the availability service levels of any vehicle provided.
- 16.13.8. The successful bidder will be required to provide the following reports to the **uMzinyathi District Municipality Fleet Manager**, in relation to the management and oversight of the Vehicle:
- i. A cumulative monthly report of all vehicles and the levels of availability maintained for each vehicle.
  - ii. A cumulative monthly report of all vehicles maintained, serviced and/or repaired during the preceding month/s, including the vehicle class/category, date of repair, description of the repair and total costs incurred in respect of maintenance, service and/or repairs.
  - iii. A cumulative quarterly report, with a consolidated summary of all vehicles, highlighting negative trends and risks in relation to the maintenance and operation of such Vehicles.
- 16.13.9. The uMzinyathi District Municipality may require replacement vehicles when a vehicle is undergoing insurance repairs. Bidders must submit proposals on how they will provide short term (ad-hoc) rental, for the period that a vehicle is undergoing insurance repairs. The cost of the short-term rental should be borne by the municipality.

# 1. COMPLIANCE QUESTIONNAIRE

All bidders are required to complete the schedule and initial each page; failure will result in disqualification of the bidder. Bidder must either “**AGREE**” OR “**MODIFY**” or “**REJECT**” the conditions. These will be the basis of the Service Level Agreement between the municipality and successful bidder.

**a. VEHICLE MANAGEMENT TECHNOLOGY**

		<b>Municipal Requirements</b>	<b>Bidder required to indicate “<u>Agree, Modify or Reject</u>” for each sub section of this document.</b>
<b>Telematics and Fuel Management</b>	<b>System Set-up</b>	<p><b>The Contractor is required to provide:</b></p> <ul style="list-style-type: none"> <li>• Active vehicle tracking system</li> <li>• The VMT must have the capability to record and report on vehicle activity</li> <li>• A consolidated Fleet Management Technology to consolidate all fleet management related information from Workshop to reporting on Total Cost of Vehicle ownership (TCO)</li> <li>• Fuel Management System should cater for:               <ul style="list-style-type: none"> <li><input type="checkbox"/> Fuel dispensing</li> <li><input type="checkbox"/> Wet stock management</li> <li><input type="checkbox"/> Consumption Analysis</li> </ul> </li> </ul>	

**b. ACCIDENT MANAGEMENT**

		<b>Municipal Requirement</b>	<b>Bidder required to indicate “<u>Agree</u>, <u>Modify</u> or <u>Reject</u>” for each sub section of this document.</b>
<b>Accident and Breakdown Management</b>	<b>Call Centre</b>	<ul style="list-style-type: none"> <li>• The Contractor is required to provide                             <ul style="list-style-type: none"> <li>○ Call centre with dedicated resources</li> <li>○ Logging of accident and breakdown</li> <li>○ Provision of vehicle recovery</li> <li>○ Resolution of all breakdown and related services</li> <li>○ Investigation of accident and obtaining of repair quotation</li> </ul> </li> </ul>	

**c. TRAINING AND DEVELOPMENT**

<b>Category</b>	<b>Sub Section</b>	<b>Municipal Requirement</b>	<b>Bidder required to indicate “<u>Agree</u>, <u>Modify</u> or <u>Reject</u>” for each sub section of this document.</b>
<b>Training</b>	<b>Training</b>	<ul style="list-style-type: none"> <li>• Provision of basic training to finance, fleet department and other stakeholders tasked with the responsibility of managing vehicles.</li> <li>• Provision of defensive driver training</li> <li>• New driver induction program</li> <li>• General training to be identified by the municipality to empower employees.</li> <li>• The Service Provider shall after completing the annual/ ad-hoc or other specified training, compile a summary report with regard to the training session and submit to the Manager: Fleet Unit.</li> </ul>	

**d. MAINTENANCE**

Category	Sub Section	Municipal Requirement	Bidder required to indicate “ <u>Agree</u> , <u>Modify</u> or <u>Reject</u> ” for each sub section of this document
<b>Maintenance Repairs</b>	<b>Mechanical Repairs</b>	<ul style="list-style-type: none"> <li>• The Contractor will re-bill the municipality for maintenance expenditure under the following conditions:               <ul style="list-style-type: none"> <li>○ There is mechanical damage as a consequence of accident damage, that might not fall under insurance cover. The bidder needs to ensure comprehensive vehicle cover to limit claims against the municipality.</li> <li>○ Parts are replaced as a consequence of loss or theft from the vehicle</li> <li>○ There is proven abuse or negligence by the municipality or its drivers</li> </ul> </li> </ul>	

**e. MANAGED MAINTENANCE**

Category	Sub Section	Municipality Requirement	Bidder required to indicate “ <u>Agree</u> , <u>Modify</u> or <u>Reject</u> ” for each sub section of this document
<b>Managed maintenance</b>	<b>Maintenance Management process</b>	<ul style="list-style-type: none"> <li>• The managed maintenance process is applied to all vehicles</li> <li>• The cost and risk of maintenance repair under managed maintenance is for the cost and risk of the bidder</li> <li>• The managed maintenance process shall include all service scheduling, pre-authorisation and tyre management process</li> </ul>	

		<ul style="list-style-type: none"> <li>All maintenance to be subjected to pre-authorisation process and operational objectives and requirements of cost management</li> </ul>	
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f. **VEHICLE MAINTENANCE**

Category	Sub Section	Municipality Requirement	Bidder required to indicate “ <u>Agree</u> , <u>Modify</u> or <u>Reject</u> ” for each sub section of this document
<b>General Maintenance</b>	<b>Inclusions and risk</b>	<ul style="list-style-type: none"> <li>The Maintenance service shall include the:               <ul style="list-style-type: none"> <li>Service and repair of all vehicle in accordance with manufacturer’s specifications</li> <li>The fitment and replacement of tyres which shall include alignment and balancing</li> <li>The servicing and repair of all additional equipment fitted to the vehicle</li> </ul> </li> <li>The FM supplier shall carry the cost and risk of maintaining FML vehicles as defined above, excepting where the maintenance re-bill policy is applicable.</li> </ul>	
	<b>Provision of Preventative Maintenance</b>	<p><b>The Contractor shall include:</b></p> <ul style="list-style-type: none"> <li>Annual vehicle safety inspection schedule for each vehicle to be performed by certified mechanic – documentation of annual safety inspection</li> <li>Regular vehicle servicing plan designed to prepare the vehicle for revenue generation and service delivery</li> </ul>	
		<ul style="list-style-type: none"> <li>All mechanical service and maintenance expenditure including tyres shall be pre-authorised to ensure its:               <ul style="list-style-type: none"> <li>Compliance to manufacturer’s job cost standards</li> </ul> </li> </ul>	

	<b>Maintenance Authorisation</b>	<ul style="list-style-type: none"> <li>○ Verification of repair diagnosis</li> <li>○ Utilisation of manufacturer service and maintenance plans</li> <li>○ Utilisation of supplier's warranties and guarantees</li> </ul>	
	<b>Service Scheduling</b>	<p><b>The Contractor will</b></p> <ul style="list-style-type: none"> <li>● Service and repair of all vehicle in accordance with manufacturer's specifications</li> <li>● Publish on a monthly basis all routine services due and undertaken</li> <li>● Ensure that the vehicles are in state of good repairs after schedule services</li> <li>● Ensure that there are processes to manage and monitor vehicle warranties</li> </ul>	
	<b>Servicing Dealer</b>	<ul style="list-style-type: none"> <li>● All vehicles are serviced and repaired at franchise dealership during currency of agreement</li> <li>● The scope of work and its costing is to manufacturer's specifications.</li> <li>● Preference to utilise repairers within the municipal boundaries</li> </ul>	

2. ANNEXURE A: Vehicle Specification

**Total Number of Fleet required**

ITEMS	Fleet type	Number of Vehicles	Unit Cost	Total Cost
1	Water Tanker 18 000L	25	R	R
	<b>Total</b>			R

1. SPECIFICATION

**WATER TANKER**

VEHICLE SPECIFICATION: WATER TANKER				
NO	DESCRIPTION	SPECIFICATION TYPE	REQUIREMENT MET	
			YES	NO
1.1	VEHICLE DESCRIPTION	Truck 700 series 6x4		
1.2	LOAD CAPACITY	18 000L Payload		
1.3	ENGINE CAPACITY	12913cc 6 cylinder in line turbo charged intercooler common rail		
1.4	TYRE SIZE	R22.5		
1.5	TRANSMISSION	Automatic		
1.6	FUEL TYPE	Diesel		
1.7	TORQUE	2010 @1100 RPM		
1.8	POWER OUTPUT	309kW@1800rpm		
1.9	DRIVEN WHEELS	6x4 double axel		
1.10	COLOUR	White		
1.11	WINDOW	Power / electric window		
1.12	STEERING	Power steering		
1.13	INTERIOR	Air conditioned		
1.14	BRAKES	Anti-Lock Braking System		
1.15	SAFETY	Airbags – for driver and passenger. Traction control; Vehicle Stability Control		
1.16	SECURITY	Immobiliser Alarm		
	<b>REQUIREMENT:</b>			
1.17	REGISTRATION & LICENCE	Supplied and fitted		
1.18	NUMBER PLATES	Supplied and fitted		
	<b>ACCESSORIES:</b>			
1.19	TOW BAR	Supplied and fitted		
1.20	SUPERSTRUCTURE/ TANKER	<b>TANKER SCOPE</b> Water tanker capacity should be 18 000 ℓ with a discharge pump height of 6 m and pump. Mild steel PTO driven Fitted with 15m x50mm outlet Pipes x 2		
1.21	ADDITIONAL SECURITY	Tracking and Dash camera with 3 outer cameras. Rear and sides.		
<b>Compliance with the above Specification(x) (✓) – NB: Non-compliance with the specification will be deemed to be non-responsive and disqualified.</b>				Yes
				No

### 3. ANNEXURE B: PRICING SCHEDULE

#### 5.1 Pricing And Pricing Principles

- a. Bidders must provide costing reflecting the actual cost of goods or services for the duration of 36 months. The cost of managing the goods and services, the cost of providing the services for municipal owned vehicles, as well as any levies and fees payable by bidder to secure the goods and services on behalf of the municipality.
- b. Responsive proposals will be tested for affordability, value for money, and optimal risk transfer based on the uMzinyathi District Municipality's best assessments of the key cost drivers, the quoted rates and other pricing information provided by the bidders
- c. Bidders must provide a complete cost breakdown of the service charges and provide distinct costing for each of the specified services in terms of this bid.
- d. Bidders must provide Pricing Principles that inform their bid pricing, and include the following information:
  - i. When the charges will be claimed by the Contractor (preferably on monthly basis), and
  - ii. Whether the charges would change during the contract period, with reasons for such change.
- e. All quoted prices must account for Value Added Tax (VAT)
- f. Escalation is allowed to a maximum of 6% per annum on the anniversary of the contract.
- g. Pricing is based on the calculated Km's or hourly usage excluding excess amounts.
- h. Successful bidder will be required to reconcile utilisation and restructure the contract accordingly.
- i. Pricing for Fleet assessment to be quoted as and when required by uMzinyathi District.

## VALUE ADDED SERVICES – PRICING SHEET

Item	Description	Unit	Unit Price (Inc. VAT)	Contract Amount (Inc. VAT)
<b>Vehicle tracking and monitoring</b>	Hardware	once-off	R	R
	Installation fee	once-off	R	R
	Service fee	per month	R	R
	De-installation fee	as and when	R	R
	Re-installation fee	as and when	R	R
	Call-out fee	as and when	R	R
	Driver ID tags	once-off	R	R
<b>Vehicle speed management technology</b>	Hardware	once-off	R	R
	Installation fee	once-off	R	R
	Service fee	per month	R	R
	De-installation fee	as and when	R	R
	Re-installation fee	as and when	R	R
	Call-out fee	as and when	R	R
<b>Fuel management technology</b>	Hardware	once-off	R	R
	Installation fee	once-off	R	R
	Service fee	per month	R	R
	De-installation fee	as and when	R	R
	Call-out fee	as and when	R	R
<b>Fleet management system</b>	Initiation/ take-on fee	once-off	R	R
	Service fee	per month	R	R
<b>Fines management</b>	Initiation/ take-on fee	once-off	R	R
	Service fee	per month	R	R
<b>Managed maintenance</b>	Initiation/ take-on fee	once-off	R	R
	Service fee	per month	R	R
<b>Fleet reports</b>	Service fee	per month	R	R
<b>Fleet assessment (incl ad-hoc consulting and advisory)</b>	Service fee	once-off (Annually)	R	

**4. ANNEXURE: C: PAST AND CURRENT EXPERIENCE REFERENCE LETTERS**

	Name of Client	Contract Period	Contract Value	CLIENT DETAILS			
				Name of the Person	Contact No:	Reference attached	Letter
<b>TRACKING &amp; TELEMATICS</b>							
<b>FUEL MANAGEMENT</b>							
<b>FLEET ASSESSMENT</b>							
<b>VEHICLE PROCUREMENT - FML</b>							

**NB: All reference must be no more than 5 years**

**1. SECTION B: EVALUATION OF BIDS**

**Eligibility Requirements**

1. **Project Implementation:** In order to ensure seamless implementation, bidders must demonstrate their end-to-end Fleet Management capabilities.
2. **Experience:** Provide reference letters where they are currently providing similar services – Managed Maintenance of vehicles; Payment of merchant; Vehicle Telematics, Provision of Fuel and Fleet Assessment (Provide copy of the detailed study report).
3. Bidders must demonstrate innovative technology across the various fleet management disciplines / services.

### 3. EVALUATION OF TENDER

#### Compulsory Returnable Documentation

Compulsory documents to be submitted:

- MBD 1: Invitation to Tender (must be completed and signed)
- MBD 3.1: Pricing Schedule must be completed and stamped (company stamp)
- MBD 4: Declaration of Interest (Companies Involved in as per CSD Report must be listed on 3.14)
- MBD 5: Declaration for Procurement above R10 million (all applicable taxes included)
- MBD 6.1: Preferential Points system
- MBD 8: Declaration of past Supply Chain Management Practice
- MBD 9: Certificate of Independent Bid
- Proof of company registration with CIPC or copy of Identity document if it is Sole Proprietor
- Original certified copies of owners identity document (Not older than six months)
- Recent copy of the **municipal account** (rates and taxes or municipal services) in the name of the bidder not owing municipal services for more than 90 days or **proof of residence** in the name of the **bidder** accompanied by **affidavit** certified by commissioner of oath stated that the bidder reside in the area where rates and taxes or municipal services are not paid or **lease agreement** in the name of the **bidder** stated that the bidder is not responsible for rates and taxes or municipal services) ,
- Recent copy of the **municipal account** (rates and taxes or municipal services) in the name of the director/s of the company bidding for a contract not owing municipal services for more than 90 days or **proof of residence** in the name of the **director/s** of the company accompanied by **affidavit** certified by commissioner of oath stated that the director/s reside in the area where rates and taxes or municipal services are not paid or **lease agreement** in the name of the bidder stated that the **director/s** of the company is/are not responsible for rates and taxes or municipal services)

**VERY IMPORTANT:**

**IF ANY OF THE ABOVEMENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN THEIR ENTIRETY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR THE FUNCTIONALITY STAGE.**

**Additional document**

- Full CSD Report

**EVALUATION CRITERIA**

The bid will be evaluated in two phases:-

1. Phase 1: Compliance with Pre-qualification criteria:

Bids which do not comply with the pre-qualification requirements will not be considered

CRITERIA	SUB-CRITERIA	SCALE	MAXIMUM SCORE
Number of vehicles under management as at the date of submission i.e. full maintenance lease, finance lease and managed maintenance. Bidders to attach reference letters not older than 2 years stating the number of vehicles managed and service provided	More than 2000 vehicles	20	20
	1000 – 1999 vehicles	15	
	Less than 1000 vehicles	10	
Provide evidence of experience (i.e. letters of award/ appointment) of at least ten (10) leasing contracts within the Public Sector for finance lease and/or full maintenance lease in the period 01 January 2022 to date of submission of this bid	At least 10 contracts	20	20
	Less than 10 contracts	15	
Number of years company performing fleet management services (attach appointment letters)	At least 10 years	20	20
	6 – 9 years	15	
	Less 5 years	10	
Management Experience	CEO to have more than 10-years experience in the Fleet Management Field	10	10
	CEO Experience less than 10 years	5	
<b>Compliance Certificates:</b> ICASA Certificate, RMI Accreditation; COIDA certificate; Information Regulatory Certificate	All x5 Requested Documents	10	10
	Less than x5 Requested Documents	5	

Bank Guarantee or Guarantee of R100 million from any institution accredited by the FSB/FSCA or Reserve Bank	Proof attached	20	20
	No proof	0	

- 1) All compliance certificates must be submitted with the bid to claim points.
- 2) UMZINYATHI District Municipality may during the process of evaluation request bidders to provide further or additional information, including inviting prospective service provider to present their offered solution to the Bid Evaluation Committee.

**NB: only bidders who score 70 points on functionality criteria will qualify for the second stage of evaluation**

### **Preference Point System 80/20**

<b>No.</b>	<b>DESCRIPTION</b>	<b>POINTS</b>
1	Price	80
2	Specific Goal	20
	<b>TOTAL</b>	<b>100</b>



PRINCESS MAGOGO BUILDING, 39 Victoria Street, Dundee 3000, P. O Box 1965, Tel: 034 219 1500, Fax: 034 218 1940  
e-mai.rc3@umzinyathi.gov.za

**MBD1 PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMZINYATHI DISTRICT MUNICIPALITY</b>					
BID NUMBER:	<b>T2026-26</b>	CLOSING DATE:	<b>30 July 2026</b>	CLOSING TIME:	<b>12H00</b>
DESCRIPTION	<b>LEASING OF 25 WATER TANKERS FOR A PERIOD OF THREE (03) YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

**PRINCESS MAGOGO BUILDING  
39 VICTORIA STREET  
DUNDEE  
3000**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]		
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE		R	
5. SIGNATURE OF BIDDER	.....	6. DATE			
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	<b>SCM UNIT</b>	CONTACT PERSON	<b>Mr. S Mawela</b>		
CONTACT PERSON	<b>SCM UNIT</b>	TELEPHONE NUMBER	<b>034 219 1500</b>		
TELEPHONE NUMBER	<b>0342191500/1549</b>	FACSIMILE NUMBER	<b>0342181940</b>		
FACSIMILE NUMBER	<b>0342181940</b>	E-MAIL ADDRESS	<b><a href="mailto:mawelas@umzinyathi.gov.za">mawelas@umzinyathi.gov.za</a></b>		
E-MAIL ADDRESS	<b><a href="mailto:scm@umzinyathi.gov.za">scm@umzinyathi.gov.za</a></b>				

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**8. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**9. 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.

**10. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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


SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

### 3.1

#### **PRICING SCHEDULE – FIRM PRICES**

DESCRIPTION	QUANTITY	AMOUNT
<b>Year (01)</b>		
Leasing of Water Tankers 18 000L	25	
<b>Year (02)</b>		
Leasing of Water Tankers 18 000L	25	
<b>Year (03)</b>		
Leasing of Water Tankers 18 000L	25	
		
	<b>SUB-TOTAL</b>	
	<b>VAT (15%)</b>	
	<b>TOTAL</b>	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

#### **CONDITIONS OF TENDER**

- Price(s) quoted must be valid for at least ninety (120) days from date of offer for evaluation purposes.
- Price(s) quoted must be firm and include VAT
- Tenderers original valid tax clearance certificate must be attached.
- Tender Full CSD Report must be attached to the document
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

**DECLARATION OF INTEREST**

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

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

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 must be indicated in paragraph 4 below.

3.8 Are you or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

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

3.10 Do you have any relationship (family, friend, other) with persons  
in the service of the state and who may be involved with the evaluation and or adjudication  
of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between  
any other bidder and any persons in the service of the state who  
may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars  
.....  
.....

3.12 Are any of the company’s directors, trustees, managers,  
Principle shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company’s directors,  
trustees, managers, principle shareholders or stakeholders  
in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.  
.....  
.....

3.14 Do you or any of the directors, trustees, managers,  
principle shareholders, or stakeholders of this company  
have any interest in any other related companies or  
business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:  
.....  
.....



**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....  
.....  
.....  
.....

\* Delete if not applicable

\*YES / NO

\*YES / NO

3 Has any contract been awarded to you by an organ of state during the past five years, including

particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

\*YES / NO

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?  
\*YES / NO

4.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## MBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Verification documents
Enterprises that are 100% black owned	10		<ul style="list-style-type: none"> <li>• CIPC Registration documents or</li> <li>• Detailed CSD or</li> <li>• Copy of RSA identity documents for the director(s)</li> </ul>
Locality (within district) (10) Within the Province (05) Outside the Province (02)	10		<ul style="list-style-type: none"> <li>• Preferred address on CSD Report of utility bill for property rates and services. or</li> <li>• Preferred address on CSD Report and original signed letter from the chief or Local Leader(induna). or</li> <li>• Preferred Address on CSD Report and original proof of residential signed by a ward councillor.  (not later than 3 months)</li> </ul>

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the 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);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services 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:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct
  - b.
  - c. in relation to such system;
  - d. been convicted for fraud or corruption during the past five years;
  - e. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - f. been listed 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:  
\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:  
\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder