

**APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND
WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS**



SEKHUKHUNE
District Municipality

Private Bag X8611, Groblersdal 0470, 3 West Street Groblersdal 0470
Tel : (013) 262 7300, Fax: (013) 262 3688
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BIB NO.: SK8/3/1-38/2022/23

TENDER DOCUMENT

Registered Name of Bidder:	
Trading Name of Bidder:	
Registration No. of Entity:	
Postal address of Bidder:	
Contact Person:	
Tel. No:	E-mail Address:
Cell No:	Fax No:
Tender Amount:	
Technical Enquiries Acting Director: Infrastructure Water Services Karabo Ramadje Sekhukhune District Municipality Private Bag X8611 Groblersdal 0470 Tel: (013) 262 7535	General Enquiries Supply Chain Manager Voster Masemola Sekhukhune District Municipality Private Bag X8611 Groblersdal 0470 Tel: (013) 262 7656

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**1. T1.1 TENDER NOTICE AND INVITATION TENDERERS
MBD 1 INVITATION TO BID**

APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS

TENDER DETAILS

TENDER NUMBER:	SK8/3/1-38/2022/23					
TENDER TITLE:	APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER FUEL AND LUBRICANTS WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS					
CLOSING DATE:	2022/10/11	CLOSING TIME:		12H00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:			N/A	
BID BOX:	Situating at: Groblersdal AB Sikhosana Fire Station, the bid box is generally open 24 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)

NAME OF TENDERER:		
NAME OF CONTACT PERSON		
PHYSICAL ADDRESS:		POSTAL ADDRESS:
TELEPHONE #:		FAX NO:
E-MAIL ADDRESS:		
DATE:		
SIGNATURE OF TENDERER:		

CAPACITY UNDER WHICH THIS BID IS SIGNED:

PLEASE NOTE:

1. Tenders that are deposited in the incorrect box will not be considered.
2. Tender box deposit slot is 28cm x 2.5cm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
2. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality or download from :www.etenders.gov.za.

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
TECHNICAL ENQUIRIES	K. Ramadje	013 262 7535
ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	V. Masemola	013 262 7301

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T 1.2. TENDER NOTICE & INVITATION TO TENDER

SK8/3/1-38/2022/23

APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS

Tender documents, in English, are obtainable from Thursday, 08 September 2022, at Bareki Mall Cnr. Van Riebeeck and Chris Wild Street Sekhukhune District Municipality offices from Cashiers; Tel: 013 262 7300 between 07h30 and 16h30 upon payment of a tender participation fee of R500-00 per set. Alternatively, the document may be downloaded free of charge from the website: www.etenders.gov.za.

Sealed tenders, with: "Tender No.: **SK8/3/1-38/2022/23: APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS.**" clearly enclosed on the envelope, must be deposited in Tender Box No. 5 at AB Sikhosana Fire station offices of Sekhukhune District Municipality, next to Groblersdal WTW. Bids may only be submitted on the bid documentation issued by Sekhukhune District Municipality or downloaded from www.etenders.gov.za.

The closing date and time of the tender is on 11 October 2022 at 12h00 and tenders will be opened in public immediately thereafter at AB Sikhosana Fire station offices of Sekhukhune District Municipality, next to Groblersdal WTW.

Tenders must be valid for 90 days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2017 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

Sekhukhune District Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of Sekhukhune District Municipality.

Please refer enquiries to Thomas Ledwaba at telephone number: 013 262 7345 or 082 578 0193

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2. TENDER DATA

Clause #	
F1	
F.1.1	<p>The Employer is:</p> <p>Sekhukhune District Municipality Postal address: Private Bag X8611 Groblersdal 0470</p> <p>Physical address: Bareki Mall Cnr. Van Riebeeck and Chris Wiid Streets Groblersdal 0470</p>
F.1.2	<p>Tender documents:</p> <p>The tender documents issued by the Employer comprise:</p> <p>THE TENDER / CONTRACT</p> <p>Part T1 Tendering procedures</p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>Part T2 Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C1 Agreements and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Adjudicator's agreement</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3 Scope of Work</p> <p>C3 Scope of Work</p>
F1.5.	Sekhukhune District Municipality reserves the right to accept all, some, or none of the bids received – either wholly or in part – and it is not obliged to accept the lowest of any bid.
F.1.6	The competitive negotiation procedure and two stage system shall not be followed.

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F.2.1	<p>Eligibility:</p> <p>Only bidders who satisfy the following criteria are eligible to submit tenders:</p> <p>F.2.1.2 Registration as Service Provider:</p> <p>Only those bidders who are registered and verified on Central Supplier Database as service providers or are capable of being so registered prior to the evaluation of submissions, are eligible to submit bids.</p> <p>The Employer will only enter into a formal contract with a bidder who is registered on Sekhukhune District Municipality's Suppliers Database as a service provider.</p>
	<p>F.2.1.4 Functionality Evaluation:</p> <p>Bids will be subjected to a Functionality evaluation process, based on specific quality criteria. Only bidders who attain a minimum score of 70 points or more for quality will be considered for further evaluation. Bids that score less than 70 points will be rejected as non-responsive. Bidders will be evaluated for financial offer and Broad-Based Black Economic Empowerment (BBBEE) points and the one who have past all the criteria with the highest points will awarded the contract.</p>
F.2.7	<p>Clarification meeting:</p> <p>There will be no bid clarification meeting.</p>
F.2.12	No alternative tenders will be considered.
F.2.13	<p>Submitting a bid:</p> <p>F.2.13.3 Each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.</p> <p>F.2.13.4 The tender shall be signed by a person duly authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p>
	<p>participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p>F.2.13.5 The employer's address for delivery of bids and identification details to be shown on each tender offer package is: Location of tender box: Sekhukhune District Municipality, AB Sikhosana Fire Station, Groblersdal next to WTW, Identification Details: TENDER No. SK8/3/1-38/2022/23: APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS.</p>
F.2.15	<p>The closing time for submission of tender offers is stated in the Tender Notice/ Invitation to Tender</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted</p>
F.2.16	<p>Tender offer validity:</p> <p>The tender offer validity period is 90 days</p>
F.2.17	<p>Clarification of tender offer after submission:</p> <p>A tender may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.</p>
F.2.23	Certificates:

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	<p>F.2.23.1 Add the following: Tax Clearance Certificate: Bidders shall be registered and in good standing with the South African Revenue Services or SARS verification pin and shall submit/append documentary evidence/proof in the form of valid Tax clearance or SARS verification pin. Failure to provide a valid Tax Clearance Certificate or SARS verification pin will prejudice the tender and it may be rejected for such reason. Each party to a Consortium/Joint Venture shall submit a separate original valid Tax Clearance certificate. F2.23.2 Broad Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s): Points for B-BBEE status level of contribution will be awarded in accordance with the requirements as set out in form MBD 6.1 on page 28 of this tender document.</p>
F.3.4	<p>Opening of tender submissions:</p> <p>The time and location for opening of the tender offers are:</p> <p>Time: 12h00 on Tuesday the 11 October 2022; Location: AB Sikhosana Fire Station board room, Sekhukhune District Municipality,</p> <p>Tenders will be opened in public immediately after the closing time for tenders at 12h00.</p>
F3.8	<p>Test for responsiveness:</p> <p>Bids will be considered non-responsive if, inter alia:</p> <ul style="list-style-type: none"> - the bid does not comply with the eligibility criteria listed in F2.1 above. - the bidder has failed to clarify issues, or to submit any supporting documentation, within the time for submission
F3.11	<p>Evaluation of tender offers:</p> <p>The procedure for the evaluation of responsive tenders will be Method 4: Financial Offer, preferences and quality, where quality will be assessed for functionality purposes.</p> <p>Evaluation stages:</p> <p>Stage 1: Assessment of eligibility (i.e. general completeness) and responsiveness;</p> <p>Stage 2: Assessment of quality/functionality in terms of minimum threshold for functionality. The functionality evaluation will be subdivided into the following evaluation categories:</p> <ul style="list-style-type: none"> • Relevant company experience • Availability of filling stations • Locality <p>The minimum number of functionality points is 70 out of 100. Tender offers that fail to score this minimum number of functionality points will be rejected. Bidders are advised to carefully study the evaluation, to ensure that sufficient relevant information is provided for each discipline/category tendered for. Tenderers that fail to supply the information requested in any of the schedules with their tender offers will score NO Quality/Functionality points in the particular regard.</p> <p>Stage 3: Financial and Preference: The responsive tenders resulting from stages 1 and 2 will be evaluated in terms of their financial offer to a maximum of 90 points. For preferences, the B-BBEE status level of contribution will determine the points scored out of a maximum of 10 points, in accordance with the requirements as set out in form MBD 6.1. stated in the employer's written request.</p>
F3.11.8	<p>Scoring preference</p> <p>A maximum of 100 minus W₁ tender evaluation points will be awarded for preference to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed, in accordance with the criteria listed below.</p>

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Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (Act No 53 of 2003) (B-BBEE) and the Preferential Procurement Regulations, 2017, of the Preferential Procurement Policy Framework Act (Act No 5 of 2000) (PPPFA) and the amendments thereto.

Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

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

Eligibility for preference points is subject to the following:

- (a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette No 32305 of 5 June 2009; and
- (b) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C2; and
- (c) Please include a certified copy of the B-BBEE certificate.
- (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Tender closing date and
- (e) Compliance with any other information requested to be attached to Returnable Schedule Form C2.

F.3.11.9

Scoring Quality

(Evaluating quality in tender submissions)

The quality criteria and maximum score in respect of each of the criteria are as follows:

Note that this is an eligibility criterion in order to qualify for evaluation according to Method 1.

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QUALITY CRITERIA		
NO.	CRITERIA	POINTS
1	Company Experience	50
2	Availability of filling station	30
3	Financial Reference	10
4	Locality	10
TOTAL		100

Quality shall be scored by not less than three evaluators in accordance with the following schedules:

- Schedules corresponding to the above criteria, as detailed in Form A13; Returnable Schedules

The minimum number of evaluation points for quality, in order to qualify for further evaluation, is 80 points.

Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 percent will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows:

Score %	Prompt for judgement
0	Failed to address the question/issue
40	Less than acceptable – response/answer/solution lacks convincing evidence of skill/experience sought or medium risk that relevant skills will not be available.
70	Acceptable response/answer/solution to the particular aspect of the requirements and evidence given of skill/experience sought
90	Above acceptable – response/answer/solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response/answer/solution gives real confidence that the Tenderer will add real value.

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	The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.
F3.13	<p>Acceptance of tender offers:</p> <p>F.3.13.1. Tender offers will only be accepted if:</p> <p>(a) the bidder has in his or her possession a valid Tax Clearance Certificate issued by the South African Revenue Services or SARS verification pin.</p> <p>(b) the bidder is registered and verified on the Sekhukhune District Municipality's Supplier Data Base before tender evaluation takes place.</p> <p>€ the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>(d) the bidder has not:</p> <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months. failed to perform on any previous contract and has been given a written notice to this effect. <p>€ the bidder has no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interest of the employer, or potentially compromise the tender process.</p> <p>F.3.13.2. Notification of decision, objections and complaints:</p> <p>If the Bid Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.</p> <p>Persons aggrieved by decisions or actions taken by the Supply Chain Management System, may lodge within 10 working days of the decision or action, a written objection or complaint against the decision or action.</p> <p>Any bidder wishing to exercise this right, must submit his/her objection/complaint in writing to Overstrand Municipality, Senior Manager: Supply Chain Management.</p> <p>The format of the objection /complaint must;</p> <p>set out the reasons for the objection/complaint;</p> <ul style="list-style-type: none"> state in which way the appellant's rights have been affected by the decision; state the remedy sought, and be accompanied by a copy of the notification advising the bidder of the decision of the Bid Adjudication Committee.
F.3.5.1	A two-envelope procedure will not be followed.
F.4	<p>Additional Conditions of Tender:</p> <p>The additional conditions of tender are:</p> <p>F.4.1 Invalid bids:</p> <p><i>Bids shall be considered invalid and shall be endorsed and recorded as such in the bid opening record, by the responsible official who opened the bid, in the following circumstances:</i></p>

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- (a) if the tender offer is not submitted on the Pricing Schedule bound into this tender document*
- (b) if the tender is not completed in non-erasable ink;*
- € if the offer has not been signed;*
- (d) if the offer is signed, but the name of the bidder is not stated or is unrecognizable;*
- € If masking fluid has been used to make corrections on the tender document.*

3. STANDARD CONDITIONS OF TENDER

Clause #	
F.1	<p>General</p> <p>The Conditions of Tender are the Standard Conditions of Tender as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 86 of 2010 in the Government Gazette No 33239 of 28 May 2010.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>

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F.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
F.1.1.2	<p>The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p>Note 1) A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</p> <p>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in anyway, affect any decisions taken.</p>
F.1.1.3	The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
F.1.2	<p>Tender Documents</p> <p>The documents issued by the employer for the purpose of a tender offer are listed in the tender data.</p>
F.1.3	Interpretation
F.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
F.1.3.2	These conditions of tender, the tender data and tender schedules, w h i c h a r e only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
F.1.3.3	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) conflict of interest means any situation in which:</p> <ul style="list-style-type: none"> i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially. ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee. <p>b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.</p> <p>c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.</p> <p>d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.</p> <p>e) organization means a company, firm, enterprise, association, or other legal entity, whether incorporated or not, or a public body.</p> <p>f) functionality means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.</p>
F.1.4	<p>Communication and employer's agent</p> <p>Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for nonreceipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.</p>
F.1.5	Cancellation and Re-Invitation of Tenders
F.1.5.1	<p>An organ of state may, prior to the award of the tender, cancel a tender if-</p> <ul style="list-style-type: none"> a. due to changed circumstances, there is no longer a need for the services, works or goods requested; or b. funds are no longer available to cover the total envisaged expenditure; or c. no acceptable tenders are received.

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS



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F1.5.2	The decision to cancel a tender must be published in the government Tender Bulletin for the media in which the original tender invitation was advertised.
F.1.6	Procurement procedures
F.1.6.1	General Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
F.1.6.2	Competitive negotiation procedure
F.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
F.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
F.1.6.2.4	The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.
F.1.6.3	Proposal procedure using the two stage-system
F.1.6.3.1	Option 1 Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
F.1.6.3.2	Option 2
F.1.6.3.2.1	Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
F.1.6.3.2.2	The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.
F.2	Tenderer's obligations
F.2.1	Eligibility
F.2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
F.2.1.2	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
F.2.2	Cost of tendering
F.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements
F.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F.2.6	Acknowledge addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	Clarification meeting

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	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
F.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
F.2.9	Insurance Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
F.2.10	Pricing the tender offer
F.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
F.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
F.2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
F.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
F.2.12	Alternative tender offers
F.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
F.2.12.2	Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
F.2.12.3	An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.
F.2.13	Submitting a tender offer
F.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
F.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
F.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
F.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
F.2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
F.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
F.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
F.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
F.2.13.5 The employer's address for delivery of bids and identification details to be shown on each tender offer package is: Location of tender box: Sekhukhune District Municipality, AB Sikhosana Fire Station, Groblersdal next to WTW, Identification Details: **TENDER No. SK8/3/1-38/2022/23: APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS**

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	F.2.13.6 A two-envelope procedure will not be followed.
F.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
F.2.15	The closing time for submission of tender offers is stated in the Tender Notice/ Invitation to Tender
F.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
F.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline
F.2.16	Tender offer validity: The tender offer validity period is 90 days
F.2.16.1	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
F.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
F.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
F.2.16.4	Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
F.2.17	Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted
F.2.18	Provide other material
F.2.18.1	Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
F.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
F.2.19	Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
F.2.20	Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.21	Check final draft Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
F.2.22	Return of other tender documents If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
F.2.23	Certificates Include in the tender submission or provide the employer with any certificates as stated in the tender data
F.3	The employer's undertakings
F.3.1	Respond to requests from the tenderer
F.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.1.2	Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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F.3.2	If necessary, issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
F.3.3	Return late tender offers Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
F.3.4	Opening of tender submissions
F.3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
F.3.4.3	Make available the record outlined in F.3.4.2 to all interested persons upon request.
F.3.5	Two-envelope system
F.3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
F.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
F.3.6	Non-disclosure Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.6	Non-disclosure Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
F.3.8	Test for responsiveness
F.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
F.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or . c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
F.3.9	Arithmetical errors, omissions and discrepancies
F.3.9.1	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

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	ii) the summation of the prices.										
F3.9.2	<p>The employer must correct the arithmetical errors in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>										
F.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>										
F.3.11	Evaluation of tender offers										
F.3.11.1	<p>General</p> <p>Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.</p>										
F.3.11.2	<p>Method 1: Price and Preference In the case of a price and preference:</p> <p>1) Score tender evaluation points for price</p> <p>2) Score points for BBBEE contribution</p> <p>3) Add the points scored for price and BBBEE.</p>										
F.3.11.3	<p>Method 2: Functionality, Price and Preference</p> <p>In the case of a functionality, price and preference:</p> <p>1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</p> <p>2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.</p> <p>3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.</p> <p>The 80/20-point system for acquisition of services, works or goods up to Rand value of R50 000 000.</p> <p align="center">80/20 or 90/10</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p align="center">Where:</p> <p>Ps = Points scored for comparative price of tender or offer under consideration;</p> <p>Pt = Comparative price of tender or offer under consideration; and</p> <p>Pmin = Comparative price of lowest acceptable tender or offer.</p> <p>4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:</p> <p>4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the BBBEE status level of contributor in accordance with the table below</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (90/10 system)</th></tr> </thead> <tbody> <tr> <td align="center">1</td><td align="center">20</td></tr> <tr> <td align="center">2</td><td align="center">18</td></tr> <tr> <td align="center">3</td><td align="center">14</td></tr> <tr> <td align="center">4</td><td align="center">12</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points (90/10 system)	1	20	2	18	3	14	4	12
B-BBEE Status Level of Contributor	Number of points (90/10 system)										
1	20										
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5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

- 4) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, July 2015", the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R1 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

80/20 or 90/10

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

Where:

Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer

- 5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(a) must be added to the points scored for price as calculated in

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	accordance with subparagraph (5)(a). 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, July 2015”, the contract must be awarded to the tender who scores the highest total number of points.												
F.3.11.6	Decimal places Score price, preference and functionality, as relevant, to two decimal places.												
F.3.11.7	Scoring Price Score price of remaining responsive tender offers using the following formula: NFO = W1 x A Where: NFO = the number of tender evaluation points awarded for price. W1 = the maximum possible number of tender evaluation pints awarded for price as stated in the Tender Data. A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data. Table F.1: Formulae for calculating the value of A <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1 a</th><th>Option 2 a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + P - P_m)$ P_m</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = (1 - P - P_m)$ P_m</td><td>$A = P_m / P$</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 a	Option 2 a	1	Highest price or discount	$A = (1 + P - P_m)$ P_m	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = (1 - P - P_m)$ P_m	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 a	Option 2 a										
1	Highest price or discount	$A = (1 + P - P_m)$ P_m	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = (1 - P - P_m)$ P_m	$A = P_m / P$										
F.3.11.8	Scoring preferences Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.												
F.3.11.9	Scoring functionality Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula: NQ = W2 x SO / MS Where: SO = the score for quality allocated to the submission under consideration; MS = the maximum possible score for quality in respect of a submission; and W2 = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data												
F3.12	Insurance provided by the employer If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.												
F.3.13	Acceptance of tender offer Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement, b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a												

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS



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	court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
F.3.14	Prepare contract documents
F.3.14.1	If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the employer and the successful tenderer.
F.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
F.3.15	Complete adjudicator's contract Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
F.3.16	Notice to unsuccessful tenderers
F.3.16.1	Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
F.3.16.2	After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.
F.3.17	Provide copies of the contracts Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
F.3.18	Provide written reasons for actions taken Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, w h i c h is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT

4. CHECKLIST

ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority for Signatory (Compulsory)	YES		NO	
Certificate of Authority for Joint Venture (Compulsory where applicable)	YES		NO	
Certified copy of identity documents for directors (Compulsory)	YES		NO	
Compulsory Enterprise Questionnaire-SCHEDULE 1A (Compulsory)	YES		NO	
Copy of Company Registration Documents or CK1 for Close Corporations (Compulsory)	YES		NO	
Form of offer to be properly signed (Compulsory)	YES		NO	
Declaration of Interest (MBD4) (Compulsory)	YES		NO	
MBD 5 (required for evaluation) Documentation if Tender Exceeds R10 Million (Compulsory if Applicable) -Three years audited financial statements for those transactions above R10million. - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii). The municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 30 days or proof of lease agreement including rates for landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable. (Compulsory)	YES		NO	
MBD 6.1- Is the form duly Preference points claim form in terms of the preferential procurement regulations 2017	YES		NO	
MBD8 Declaration of Bidder's Past Supply Chain Management Practices (Compulsory).	YES		NO	
MBD9 Certificate of Independent Bid Determination (Compulsory).	YES		NO	
Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBEE Exempted Micro Enterprises as per bidder's correct turnover category (Required for evaluation)	YES		NO	
Municipal Rates and Taxes for both company and directors not in arrears for more than 90 days in accordance with regulation 38 or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural	YES		NO	

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area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable (Compulsory if applicable)				
Valid Tax Clearance Certificate Issued by the South African Revenue Service. (Compulsory) or PIN issued by SARS	YES		NO	YES
CSD Registration/CSD Summary Report (Compulsory)	YES		NO	YES

Note: The meaning of the cursive type for each Form is as follows: • Compulsory: Documentation or Information that must be submitted with the tender (Failing to submit any if the document may result in the tender being deemed

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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5. PART T2: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that the tenderer return all information requested.

T2.2 List of Returnable Schedules

1.	Authority for Signatory (Compulsory)
2.	Certificate of Authority for Joint Venture (Compulsory where applicable)
3.	Certified copy of identity documents for directors (required for evaluation)
4.	Compulsory Enterprise Questionnaire-SCHEDULE 1A (Compulsory)
5.	Copy of Company Registration Documents or CK1 for Close Corporations (Compulsory)
6.	Form of offer to be properly signed (Compulsory)
7.	Declaration of Interest (MBD4) (Compulsory)
8.	MBD 5 (required for evaluation) Documentation if Tender Exceeds R10 Million (Compulsory if Applicable) -Three years audited financial statements for those transactions above R10million. -A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii). The municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 30 days or proof of lease agreement including rates for landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable. (Compulsory)
9.	Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (Compulsory)
10.	Certificate of Independent Bid Determination (MBD9) (Compulsory)
11.	Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBBEE Exempted Micro Enterprises as per bidder's correct turnover category (Required for evaluation)
12.	Valid Tax Clearance Certificate Issued by the South African Revenue Service. (Compulsory)or PIN issued by SARS
13.	CSD Registration/CSD Summary Report (Compulsory)
14.	Municipal rates for both company and Directors not in arrears for more than 90 days in accordance with Regulation 38 or proof of Lease agreement including rates for Landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable (compulsory if applicable)

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6. CERTIFICATION BY THE BIDDER

NAME OF BIDDER _____

Do you have undisputed commitments for municipal services towards a Municipality or other service provider in respect of which payment is overdue for more than 30 days in accordance with regulation 21(ii)

(ii) NO YES (please mark with X on the relevant box)

I also authorize the Municipality to do verification on the above information

BIDDER REPRESENTATIVE: _____

NAME OF MUNICIPALITY: _____

Signature: _____

Date: _____

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7. RETURNABLE SCHEDULES

AUTHORITY OF SIGNATORY

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	
Date Resolution was taken	

Full name and surname of ALL Director(s) / Member (s)							
1.		2.					
3.		2.					
5.		6.					
7.		8.					
9.		10.					
Is a CERTIFIED COPY of the resolution attached?				YES		NO	

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

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CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Addresses			
		Tel:	
Signature		Designation:	

(ii) Name of firm			
Addresses			
		Tel:	
Signature		Designation:	

(iii) Name of firm			
Addresses			
		Tel:	
Signature		Designation:	

(iv) Name of			
Addresses			
		Tel:	
Signature		Designation:	

NOTE: A copy of the Joint Venture Agreement clearly showing the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule

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(V) CERTIFICATE FOR SOLE PROPRIETOR

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

.....

Signature of Sole owner

As Witnesses: 1.

2. Date

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	

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NAME OF FIRM	
--------------	--

CERTIFIED COPY OF IDENTITY DOCUMENTS FOR DIRECTORS

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 2: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | | | | |
|-----------------------------------|--|---|--|---|
| a member of any municipal council | a member of any provincial legislature | a member of the National Assembly or the National Council of Province | a member of the board of directors of any municipal entity | a member of an accounting authority of any national or provincial public entity |
| | | | | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2002;

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

confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

PARTNERSHIP

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We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership. The following particulars in respect of every partner must be furnished and signed by every partner:

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

CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium. The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNATURE ON BEHALF OF PARTNERSHIP:			
PRINT NAME:			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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COPY OF COMPANY REGISTRATION DOCUMENTS OR CK1 FOR CLOSE CORPORATIONS

Important note to Tenderer: certified copies (Not older than three months from tender closing date) of Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here)

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FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the
**APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND
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The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

The offered total of the prices inclusive of Value-Added Tax is:

.....
.....
..... **Rand (in words); R.....(in figures)**

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

Signature(s)

Name(s)

Capacity

for the Tenderer

(Name and address of organization)

Name and signature

of witness

Date

2. ACCEPTANCE

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

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender

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schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the Employer

(Name and address of organization)

Name and signature of witness

Date

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DECLARATION OF INTEREST - MBD 4

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

3.1	Full Name of bidder or his or her representative										
3.2	Identity Number										
3.3	Position occupied in the Company (director, trustee, shareholder²):										
3.2	Company Registration Number:										
3.5	Tax Reference Number										
3.6	VAT Registration Number										

3.7	Are you presently in the service of the state?	YES		No	
3.7.1	If so, furnish particulars:				
3.8	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1	If so, furnish particulars:				

1 MSCM Regulations: "in the service of the state" means to be –

1. a member of –
 - i. any municipal council; ii. any provincial legislature; or iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
2. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

2 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company

Initial:

(f) an employee of Parliament or a provincial legislature ² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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3.9	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	
3.9.1	If so, furnish particulars:				
3.10	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.10.1	If so, furnish particulars:				
3.11	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.11.1	If so, furnish particulars:				
3.12	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.12.1	If so, furnish particulars:				
3.13	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		No	
3.13.1	If so, furnish particulars:				
3.12	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	

**APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND
WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS**



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MBD 5 DECLARATIONS FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

[If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer is required by law to prepare annual financial statements for auditing, the AUDITED ANNUAL FINANCIAL statements for the LATEST past three years, or since the Tenderer's establishment (if established during the past three years) must be attached to this schedule. Failure to submit the above shall invalidate the tender]

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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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? YES / NO

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.

.....

.....

1 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? YES / NO

1.1 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.

1.2 If yes, provide particulars.

.....

.....

.....

2 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

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such contract?

YES / NO

2.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic,

*YES / NO

if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

2.1 If yes, furnish particulars

.....

.....

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MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

2.2 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows: POINTS

1.3.1.1	PRICE	80
---------	--------------	-----------

1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	20
---------	--	-----------

Total points for Price and B-BBEE must not exceed	100
--	------------

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed

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

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2. DEFINITIONS

- 2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax,
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;

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- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person

=

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered

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Auditor approved by IRBA or a Verification Agency accredited by SANAS. 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g.
transporter, etc. [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

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- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

<p>Witnesses</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>Signature(s) of Bidder(s)</p> <p>Date:.....</p> <p>Address:.....</p> <p>.....</p> <p>.....</p>
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MBD 8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited.

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

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

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

been convicted for fraud or corruption during the past five years;

willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

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 2002).

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

Item	Question	Yes	No
2.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		

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2.2	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 2002)? <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.2	<i>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?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.5	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"/>
2.7.1	If so, furnish particulars:		

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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

.....

Position

.....

Date

.....

Name of Bidder

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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MBD 9. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 2 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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:

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

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

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MBD 9. 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)

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

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

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

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;

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

geographical area where product or service will be rendered (market allocation)

- (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.

**APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER FUEL AND LUBRICANTS AS AND
WHEN REQUIRED WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS**



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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. 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.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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MUNICIPAL RATES AND TAXES

Municipal rates for both company and Directors not in arrears for more than 90 days in accordance with Regulation 38 or proof of Lease agreement including rates for Landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable (to be confirmed on evaluation)

Failure to submit the above will invalidate the tender]

- a) Letter from the Landlord – should stipulate the office space leased and the payment status of the service charges.
- b) A letter from a TRIBAL AUTHORITY / COUNCIL – should be drawn in the name of the bidder and stipulate the location and the rates status of the ward.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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TAX CLEARANCE REQUIREMENTS

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Bidder must attach a valid Tax Clearance Certificate issued by South Africa receive of revenue (SARS) for Tax Compliance Status or verification Pin issued by SARS, failure to submit the valid Tax Clearance Certificate or SARS verification Pin will invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate SARS Tax Compliance document.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PROOF OF CSD REGISTRATION/CSD SUMMARY REPORT

Bidders must attach a CSD report

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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8. EVALUATION CRITERIA

1. The tender must be submitted as follows;

1.1. In the same format as prescribed.

1.2. The original tender document issued to tenderers must be submitted in its entirety.

1.3. Completeness of submissions, i.e. all supporting documents and information as required with the tender, i.e. Valid SARS Tax Compliance status Pin, Financial statements, registration with relevant bodies, amongst others.

Tenders will be assessed on Responsiveness, Functionality, Financial offer and Broad-Based Black Economic Empowerment (BBBEE), including Preferential Procurement.

When considering the financial aspect, the tenderer shall make an accurate assessment of the resources required to execute the assignment and observe pricing instructions accordingly.

2. Responsiveness:

Tenderers will be required to comply with all the requirements of the standard conditions of tender, as follows:

2.1 The tender document shall be properly and fully completed and signed.

2.2 That pricing instructions has been observed, including the completion and signing of (Pricing Form) / Form of Offer including authenticating alterations, costing submitted in the format as required, completion of the BOQ and financial summary as required.

2.3 That instructions pertaining to alterations to the Pricing schedules / BOQ of the tender document have been observed and complied to.

2.4 Submission of all Returnable Schedules required, including a draft health and safety plan (where applicable) and other relevant schedules that will be incorporated into the contract.

3. Functionality:

The following aspects will be considered during the technical evaluation:

3.1 The tenderer (Company) must confirm a minimum of 2 years' experience in fuel and lubricants provisioning.

3.2 A site visit will be conducted at the tenderer's premises to evaluate filling station availability, condition and compliance with filling station specifications as well as certificates and experience of key staff (Drivers/Operators).

4. Financial offer:

The following aspects will be considered in the financial offer:

4.1 Costing for all items as described in the document / Form of Offer

4.2 Review of financial offer and discrepancies between total and calculations

4.3 Identify any parameters that may have a bearing on the financial offer, e.g. contract period, price escalations or adjustments required and life cycle costs.

4.4 Firmness of the rates.

5. BBBEE and Preferential Procurement:

Tenderers are required to complete the form included in the tender document.

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All information as required and applicable must be furnished together with all supporting documentation. Further, points will only be allocated upon submission of a valid BBBEE Scorecard.

Failure to submit a valid BBBEE Scorecard will result in no points being allocated for Preferential Procurement.

6. Evaluation

Tenders will be evaluated on the 90/10-point scoring system. 90 points will be allocated to Price and the remaining 10 points will be allocated for BBBEE and Preferential Procurement.

However, tenders will be evaluated on a functionality component whereby tenderers will be required to satisfy the minimum requirements in terms of the criteria included for this purpose. Tenderers who do not meet the minimum requirement will be automatically eliminated. Only Bidders who score 60% or more on stage 1 would be evaluated further and therefore eligible for the award.

ITEM	WEIGHT
STAGE 1 OF EVALUATION- FUNCTIONALITY	
FUNCTIONALITY	100
1 PREVIOUS EXPERIENCE OF THE COMPANY	50
(Attach appointment letter, completion certificate).	
1.1 Two (2) years previous working experience in provision of fuel and lubricants contract to institutions for projects over R600 000-00.	15
1.2 Three(3) to five (5) years previous working experience in in provision of fuel and lubricants contract to institutions for projects over R600 000-00.	30
1.3 Five (5) years and above years previous working experience in provision of fuel and lubricants contract to institutions for projects over R600 000-00.	50
2. BIDDER AVAILABILITY OF FILLING STATION IN THREE LOCAL MUNICIPALITIES (ELIAS MOTSOLEDI, MAKHUDUTHAMAGA AND FETAKGOMO-TUBATSE.	20
Attach certified copy of fuel and lubricants filling station with wholesalers' licence from Department of Mineral resources and energy (DMRE) in three local municipalities letter intent that the company will provide the tenderer with required quantity as stipulated at the scope of work or an agreement with the existing filling station.	
1.1. Bidder with one filling station with wholesalers' license in any of the above-mentioned local Municipalities.	10
1.2. Bidder with two filling station with wholesalers' license in any of the above-mentioned local Municipalities.	15
2.1. Bidder with three or above filling station with wholesalers' license in any of the above-mentioned local Municipalities.	20
3. Financial Capacity to Undertake the Project (Bank Grading)	20

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ATTACH letter of bank rating from the bank	
3.1. Bank rating of A	20
3.2. Bank rating of B	15
3.3. Bank rating of C	10
3.4. Bank rating of D	5
4. LOCALITY	10
6.1. Bidders residing within Sekhukhune District Municipality.	10
6.2. Bidders residing within Limpopo province outside Sekhukhune District Municipality	5
6.3 Bidders residing outside Limpopo province	2
TOTAL	100

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9. PART C3. BACKGROUND, OBJECTIVES AND SCOPE OF WORK

1. PURPOSE

The purpose of the terms of reference is to enable Sekhukhune District Municipality (SDM) to appoint suitable service providers for the provision of **Fuel and Lubricants Contract** for the O&M division water infrastructure which are diesel and petrol driven.

2.BACKGROUND

Sekhukhune District Municipality (SDM) is the Water Services Authority within the district and is also a Water Services Provider (WSP) in other areas. Most of the communities are supplied water from ground water (boreholes) wherein some of them are diesel and petrol driven pumps. The Operations and Maintenance section of Infrastructure and Water Services (IWS) department plays an important role in ensuring the sustainable and uninterrupted water supply through boreholes as water sources as mandated by the Constitution. The Municipality must provide fuel and lubricants for their own boreholes for the villages within the area of jurisdictions.

SDM is obliged to provide fuel and lubricants to all the boreholes for the sustainability and effective operations, the terms contracts service providers will assist on supplying fuel and lubricants in time without flowing the lengthy procurement process as and when their services required.

3. PROJECT AIM

The main purpose of this project is to outsource the service of fuel and lubricants provision to external supplier to avail fuel and lubricants for diesel and petrol driven boreholes supplied water to the villages. The Municipality is aiming to procure a service provider with filling stations in four (4) of our local municipality or have a Memorandum of Understanding various filling station to assist him to execute the work. with various across the district. Supply fuel and lubricants as and when their services are required. Fuel and lubricants will be utilised to the section is divided into the following regions and depots (service areas):

3.1. Fetakgomo-Tubatse Cluster with the following depots:

3.1.1 Leboeng.

3.1.2 Moroke

3.1.3 Mapodile

3.1.4 Penge/Praktiseer.

3.1.5 Apel

3.1.6 BB/Kloof

3.2 Elias Motsoaledi and Ephraim Mogale Cluster with the following depots:

3.2.1 Motetema/Tafelkop.

3.2.2 Monsterlus

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3.2.3 Uitspanning.

3.2.4 Zamenkomste /Maklerekeng.

3.2.5 Moganyaka

3.2.6 Elandskraal

3.2.7 Groblersdal Town

3.2.8 Marble Hall town

3.3 Fetakgomo and Makhuduthamaga Cluster with the following depots:

3.3.1 Masemola.

3.3.2 Nebo

3.3.3 Schoonoord

The service provider who is appointed is expected to ensure that his/her filling station or depot has adequate fuel and lubricants to supply the municipality as and when the demand arises. Quantities of orders will not be guaranteed; however, orders will be placed as and when required by the client and the supplier will be required to quote based on the amount quoted in the bid document. The payment will be made to the service provider after his/her services is rendered within 30 days of submitted invoice. The Municipal official will collect the fuel at the supplier filling station or depot.

4. SCOPE OF WORK

4.1 Provision of fuel and lubricants

- The service provide must provide the Municipality with diesel, oil and petrol all the time.
- The service provide must ensure that no corrupt or theft of fuel and lubricant activities as and when the Municipal employees are sent to collect fuel and lubricants.
- The service provide must submit invoices in time to avoid delays on payments

MUNICIPALITY	DIESEL (e)	PETROL OIL (e)	2-STROKE OIL (e)	GREASE (e)	DIESEL OIL (e)	PETROL (e)
FETAKGOMO -TUBATSE	143 250	290	580	180	1880	15770
ELIAS MOTSOLEDI	59 940	360	720	180	860	20 700
MAKHUDUTHAMAGA	139 750	80	140	180	1 620	5 400
TOTALS	342 940	730	1440	540	4 360	41 870

5. RESOURCES (EQUIPMENT AND HUMAN)

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The works under this contract requires plant and equipment like:

- Filling station and/or fuel depot
- Bowsers for transporting fuel as and when the service is required.
- Required resources proof of filling station ownership and adequate lubricant from time to time.

6. TIME FRAME AND DELIVERABLES.

The time frame for this contract will be thirty-six (36) months which that will commence upon the signing of the contract.

The service provider who is appointed is expected to assist the municipality to provide fuel and lubricants to service different depots as and when the need arises. Sizes and quantities of orders will not be guaranteed; however, orders will be placed as when required by the client and the supplier will be required to quote based on the amount quoted in the bid document.

The service provider must all the time have adequate fuel and lubricant at his/her filling station to avoid unnecessary delay of collections as and when the needs arise.

The successful bidder must ensure that all ordered stock/ material are delivered within 14 days from the date of order. Failure to do so will result in termination of contract.

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10. PRICING INSTRUCTIONS

PRICING INSTRUCTIONS

(Each page of the pricing schedule must be signed, if not the bid will be disqualified)

The Pricing Schedule is attached to the back of this document.

- It is compulsory to complete the pricing schedule included in this document for all items tendered for.
- No letter head or alternative price schedule will be accepted.
- The tender will be evaluated on the total price per item.
- It is compulsory to complete all line items of the pricing schedule tendered for. No line items must be left blank. Line items where the cost is included in the tender price, must be indicated as "included". Line items provided free of charge must be indicated with "R0.00". If these pricing instructions are not adhered to, the tender will be found nonresponsive.
- It is compulsory to add all prices to determine the total. Individual prices will not be added by the municipality. No price corrections will be accepted after tender closure.
- No additional orders will be issued and no payment claims processed other than the instructions and pricing reflecting on the order as per pricing schedule. Cost to comply will be for the account of the tenderer.
- All items must comply to the minimum specifications.
- It is compulsory that the tenderer sign all pricing schedule pages.

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11. C4 BILL OF QUANTITY

PRICING SCHEDULE

• Price shall include handling fee and will take into consideration monthly fluctuations of fuel prices as published by the Department of Minerals and Energy.

Item	Description	Unit	Quantity	Rate	Amount
1					
1.1	DIESEL 50 PPM	litre	342 940		
1.2	PETROL LPU 93	litre	41 870		
1.3	ENGINE OIL (FOR DIESEL)	litre	4 360		
1.4	ENGINE OIL (FOR PETROL)	litre	730		
1.5	GREASE	litre	540		
1.6	2 STROKE OIL	litre	1440		
SUB-TOTAL AMOUNT					
VAT @ 15%					
TENDER AMOUNT					

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12. GENERAL CONDITIONS OF CONTRACT

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the 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 with 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 consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industry.
- 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 are 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.

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1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

1.20 "Project site," where applicable, means the place indicated in bidding documents. 1.21

"Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable

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fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin.

The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

3. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.3 except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 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.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.22

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:

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with 25 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.2 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. 12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 26
- (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

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.²⁷

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.²⁸

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods

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not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (12) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (12) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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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 2002, 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. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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

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such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or 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

29. Governing language

- (b) 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.

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

30. Applicable law

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

31. Notices

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

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

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SEKHUKHUNE
District Municipality

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32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. General Conditions of Contract (revised February 20

34. Prohibition of Restrictive practices

34.1. In terms of section

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

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

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