



*Nkomazi
Local Municipality*

9 Park Street – Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 790 0245
Fax: (013) 790 0886
Customer Care No. (013) 790 0990
www.nkomazi.gov.za

BID NO: NKO: 73/2023 PROVISION OF MANAGED MAINTENANCE SERVICES, FLEET MANAGEMENT SYSTEM AND FUEL MANAGEMENT SYSTEM FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS.

BID NO: NKO:73/2023

**The Municipal Manager
Mr X.T MABILA**

VAT Registration No: 4300102938

PLEASE NOT THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	

CLOSING DATE:10/11/2023



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The Nkomazi Municipality invites interested parties to tender / bid for the: Provision of a Fleet Management System for Nkomazi Local Municipality for a period of 3 years. Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 530.00** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **27/09/2023** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from **07h45 to 15H30** (Monday-Friday).

A compulsory tenderer briefing session will be held on **10H00 06/10/2023** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. Those who will not make it on the briefing would be penalized.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 10/11/2023** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. S Manzini at 013 790 0386, between 07H15 – 16H00 on working weekdays.

XT MABILA
MUNICIPAL MANAGER

18.09.2023

Date _____

INVITATION TO BID

BID NUMBER:	NKO:73/2023	CLOSING DATE:	10/11/2023	CLOSING TIME:	12:00 AM
DESCRIPTION	PROVISION OF MANAGED MAINTENANCE SERVICES, FLEET MANAGEMENT SYSTEM AND FUEL MANAGEMENT SYSTEM FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MO				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

NKOMAZI LOCAL MUNICIPALITY CIVIC CENTRE (HEAD OFFICE)

9 PARK STREET

MALELANE

1320

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

PREFERENCE POINTS IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

2022 WILL APPLY

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes [IF YES ENCLOSURE PROOF]	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN UNIT	CONTACT PERSON	Mr. S Manzini
CONTACT PERSON	Mr. M Mabuza	TELEPHONE NUMBER	(013) 790 0245
TELEPHONE NUMBER	(013) 790 0386	FACSIMILE NUMBER	(013) 590 6195
FACSIMILE NUMBER	(013) 590 6195	E-MAIL ADDRESS	Senzo.Manzini@nkomazi.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SPECIAL CONDITIONS OF THE BID

- **The following conditions must be complied with: Failure to comply with the following will render the tenderer liable to rejection:**
 - All pages must be completed, and all page's form part of the tender document, therefore no page removal is allowed.
 - Scratching out / painting over rates / use of correcting fluid and Pencil is not allowed.
 - Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
 - Failure to submit documents required in this document
 - Form of tender not filled and signed and all pages of bid documents not initialed.
 - Enterprise particulars not provided.
 - The bid has been submitted after the closing date and time.
 - Failure to sign all required Pages of the Tender documents
- **Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate**
 - Attach Copy of SARS Tax Pin or tax clearance certificate
 - Copy of Central Supplier Database Registration Report
 - Certified copy of Company Registration (CK)
 - All declarations and authorizations must be duly signed.
 - All returnable schedules must be completed
 - Attach proof of rates and taxes for both the Directors and the company not later than 3 months/Proof of Residence
 - Copy of Authority for signatory (Must be in the company letter head)
- **NB: Certified copies of documentation must not be older than three months to be regarded as valid. Copies of “certified copies” will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.**

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 90 points will be allocated in respect of price and 10 points in respect of targeted goals

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. It is advisable that Service Providers do attend a compulsory briefing session as indicated in the advert.
11. Nkomazi Local Municipality does not require bidders to attach proof of payment for the purchase of bid document where previously it was a requirement.

1.1 Background

Nkomazi local Municipality is located eastern part of Mpumalanga neighbouring the Kingdom of eSwatini and Republic of Mozambique. The municipality has a total of 216 motorised vehicles and other non-motorised equipment like Power generators and Water pumps that needs fuelling for service delivery purposes. The fleet is classified as follows;

Item no	description	Average age	Quantity
1.	Yellow Fleet	1-10 years	30
2.	Heavy fleet	1-5 years	71
3.	Light motor vehicles	5 years	96
4.	Tractors	5 years	16
5	Motor cycle	1 years	1
6	Fuel Tankers (carts)	5 years	2
7	Total		216

The municipality utilise diesel tankers to fuel the non-motorise fleet and the yellow plant at different remote sites. The municipality has developed five (5) critical focus areas in line with the objectives of the bid.

Focus Area number 1: Fuel Management

The prospective service provider will be required to propose to the municipality the cost effective and efficient system to carb fuel theft and account to every drop of fuel procured by the municipality. Due to the high cost of theft, fuel management is a high priority for the municipality.

Focus Area number 2: Managed Maintenance services

The prospective bidder will be expected to propose to the municipality a cost effective and efficient system of management of the municipal fleet including yellow plant and none-motorised fleet. The prospective bidder will be expected to have an agreement and or business relationships with a network of service providers in the field of vehicle maintenance within the jurisdiction or outside of the municipality boundaries. It is envisaged that the proposal should indicate a methodology for the effective managed maintenance system and the proposed lead time when a breakdown has been reported by the municipality. The system must indicated the measures to carb fraud and overcharging of prices by the service providers.

Focus Area number 3: Tracking of vehicles and Recovery

The prospective bidder will be expected to propose to the municipality a cost effective and efficient system of vehicle tracking and recovery. It is envisaged that the prospective service provider must have a mechanism in-house or outsourced to track and recover stolen vehicles in a proactive manner. The municipality is neighbouring two foreign countries and it is critical that stolen vehicles should be tracked as urgently as possible and recovered prior to the crossing of the South African borders in order to safeguard human life and the assets of the municipality.

Focus Area number 4: Minimisation of abuse of municipal assets.

The prospective bidder will be expected to propose to the municipality a cost effective and efficient system of curbing the abuse of the municipal asset. The fleet procurement by the municipality is primarily for the enhancement of service delivery by the municipality. The proposal must offer solutions in providing an early warning system for abuse and strategies on how to minimise it.

Focus Area number 5: Reporting and record keeping

The prospective bidder will be further expected to propose to the municipality a cost effective and efficient system of combating financial crime that will include but not limited to the detection of suspicious transactions and suspicious activities and movements. The envisaged system must have audit trail to proof any allegation beyond reasonable doubt, of any fraud and misuse of the municipal assets.

1.2.1 The proposal must further indicate the following

- (a) The lead-time in the installation of the system including on the newly acquired fleet.
- (b) The proposed paper should include the key personnel and the organogram.
- (c) The proposed paper should not exceed the prescribed number of pages and should conform to the font size and type.
- (d) The municipality seeks to appoint a service provider that will provide a holistic solution to the focus area identified by the municipality, it is against that background a prospective bidders must have the capacity to bid for all sections identified in the bill of quantities. A proposal that is not addressing or providing a holistic approach in providing a solution will be granted a poor score points.

(e) Total bid price for the period of 36 months must be carried over to the form of over. The price per unit must include installation, configuration, management, maintenance and monitoring of the system as indicated in the terms of reference. Should the bidders' bids on an alternative offer, such offer must be clearly stipulated on a proposal and the municipality is not obliged to consider the alternative offer.

1.3 SPECIFICATION AND TERMS OF REFERENCES

1.3.1 VEHICLE TRACKING AND RECOVERY SYSTEM

The Nkomazi Local Municipality (NLM) seeks to appoint a reputable and dependable Fleet Management service provider who will supply, install, management, configuration and maintenance of a Fleet Management system and mechanical maintenance and support which will integrate all the components of Fleet Management in the Institution.

This will include but not limited to: Mechanical Maintenance Management; Fuel Management; Driver Management; Incident and Accident Management; Vehicle Tracking, Recovery and Retrieval of stolen vehicles (SVR) and Roadside assistance and all other aspects of Fleet Management.

The following will be considered in the system that will be provided to the Municipality. The System must be able to generate reports which will be used by user departments in managing the vehicles.

1.3.1.1 The reports must include

- Warranty information
- Certificate of Roadworthiness – built in alert system on the expiry of CFO
- License renewal dates – built in alert system on the expiry of vehicle licenses
- Driver's License expiry lock out facility – driver will be automatically locked out and will not be able to drive with an expired license
- Vehicle due for service – as per the OEM
- Vehicle Service Overdue
- Maintenance exceptions
- Downtime
- Vehicle costing information
- Availability
- Utilization
- Maintenance history
- Fuel refueling history

1.3.1.2 The System must also be equipped to capture Personnel's information, it must also be able to:

- a) Associate a vehicle to each individual driver the vehicle has been allocated to so that insurance claims and Fines are directly connected to the individual and not just the vehicle.
- b) Manage Driver's license renewals. To be able to lock out a driver whose licence has expired.
- c) Identify fuel misuse and maintenance extremities which will be easily allocated to a driver.
- d) The personnel information to be captured should be able provide immediate information like: physical and postal addresses, Telephone numbers, ID numbers, License details, and more.
- e) Create a driver score card which will assist in looking at retraining needs wherever necessary.

1.3.1.3 Accident and Incident Management

Enables management to manage fleet vehicles in terms of the logging of an accident, managing the repair process and handling insurance claims.

A history of all accidents per vehicle and per driver must be logged. Incident Management provides the means to manage all insurance claims and to capture all details required to process claims.

The following details must be captured regarding an accident:

- Client details
- Driver details
- Accident details, including driver statements, accident description, momentum, speed, etc.
- Location of the accident
- Vehicle damage
- Witness details
- Third Party details
- Injured Persons
- Police details
- Upload pictures
- Any other relevant information with regards to the Accident/incident

1.3.1.4 Summary - Key Features and functionality requirements

- **Vehicle financing, budgeting, planning, contract management, SLA's, Replacement (depreciation) and Lifecycle Management with emphasis on acquisition to disposal (compliance with the Municipal Finance Management Act (56 of 2003)**
- Vehicle maintenance including vehicle efficiency, fuel consumption, Battery backup, Battery tamper notification, fuel cap tampering; warranty, insurance, licensing etc.
- **Schedule management, resource allocation, resource utilization and fleet and personnel effectiveness**
- vehicle telematics (GPS tracking and diagnostics) including vehicle profiling, trip profiling, route monitoring, mileage monitoring, Proactive vehicle retrieval, Daily unit check in various rugged environments, wear and tear, exceptional reports on vehicle abuse, Complaints / fault workflow management system, Excess speed detection, motion detection, excess idle sensing, harsh brake sensing, remote immobilization, panic button.
- Driver management (including driver behavior, speeding, harsh braking, general abuse), Driver authentication, Driver ID, Extra driver ID, idle time, unauthorized use
- Multimedia communications system which ensures adequate encryption to provide secure transmissions via the various channels – end to end solution with emphasis on Silent communication with security centre and SMS to be optimally used as part of a proactive management
- Electronic workflow system for all the activities of fleet management with emphasis on driver/supervisor approval for the trips through automatic driver/vehicle logbook management
- Fuel management and integration of fuel systems to electronic fleet management systems to reduce abuse, ensure optimum ROI,
- System must cater for secure data/video communications channels that is of national coverage, has low latency, and high network availability and reliability.
- Provide remote control features, such as Geo-fencing and active disabling via various channels including GPRS etc.
- Risk Management when council vehicles are involved in accidents – incident reporting and workflow management of the entire process. All evidence must be useable in a court of law for all legal and OHS processes

- Health & safety management with emphasis on over the air configuration management
- Comprehensive Management Information system customizable by in-house personnel to meet the demands of executive management with emphasis on exceptions/abuse and historical analysis of data including a dashboard system
- Control room / Joint operations Centre with flat screens/ large screen linked to GIS system to visually monitor and manage the fleet including data and voice communication
- Comprehensive electronic reporting system on any data in the system with emphasis on summary or detailed reports. Other key reports must be customizable for in-house personnel
- Compliance to all legislative requirements and best practices
- Integration to the financial system and other systems in the Municipality at no additional cost to the Municipality
- All data is the property of the Municipality and will be provided to the Municipality in all standards formats as required by the Municipality
- Ability to export and import data from and to other systems in all standard formats as required by the Municipality
- Comprehensive details on hardware and software with its costing that is required to be installed, configured and commissioned at both the vehicles, control Centre etc.
- Vehicle use activation must be in the form of a code that is associated/linked to each driver, meaning every driver will get a code to activate the vehicle for use.
- Tracking and recovery must be local and cross border.
- Maintenance/repairs on tracking units must be on weekly intervals.
- Maintenance/repair list must be send to the relevant appointed individuals in the Fleet Management Section.
- Ordering of new E-tags and new fuel cards or replacement of fuel cards must be available to be captured/ordered by relevant appointed individuals in the Fleet Management Section.

1.3.2 FUEL MANAGEMENT SYSTEM

The system must ensure that some of the most common and other sophisticated methods used to commit fuel fraud/theft are detected. Once such fraud or theft is detected an alert must be sent via email or SMS to the Fleet Manager or any nominated individual in the municipality informing of such misdemeanor.

1.3.2.1 The Fuel Management system must be able to raise reports like:

- Suspect high consumption
- Suspect Low consumption
- Tank capacity exceeded
- Static/Faulty odometer reading
- Suspect odometer readings
- Static odometer reading
- Multiple same day refuels
- Weekend refuels
- Excessive fuel consumption
- Possible calculated fills

1.3.3 MANAGED MAINTENANCE SYSTEM

The prospective service provider is expected to provide a solution that will assist the municipality in proactively monitor and control the costs of repairs and maintenance. The system must benefit the municipality in the following;

Ensure that no unnecessary parts **are** fitted in the municipal vehicles.

No unnecessary work is carried out

Bulk discounts are offered by the suppliers

Warranty claims are honored

Vehicles are maintained as per original equipment manufacturers specifications

Physical technical inspections are conducted on regular basis.

Invoices are scrutinized and only authorized work is paid for

Ensure that empowerment goals are met as per the approved preferential procurement policy of the municipality

1.3 LIST OF MUNICIPAL OWNED FLEET

Reg No	Make	Year of Manufactured	Vehicle Category	fuel tank size	fuel type
BDT684MP	Toyota-Tipper	2000	Truck	90	Diesel
FPL066MP	Toyota-2.7 Quantum Kombi	2011	Combi	70	Petrol
JYV780MP	NP 300 Nissan D/Cab	2019	D/Cab LDV	85	Diesel
JLH755MP	Faw Truck Drop side	2019	Type	160	Diesel
FJY598MP	Volvo G940 Grader	2010	Grader	300	Diesel
FJY604MP	Volvo G940 Grader	2010	Grader	300	Diesel
JSD148MP	Komatsu Grader	2018	Grader	340	Diesel
JSD165MP	Komatsu Grader	2018	Grader	340	Diesel
KBR884MP	SEM Grader	2020	Grader	300	Diesel
KBR930MP	SEM Grader	2020	Grader	300	Diesel
JTT615MP	Hino Honey Sucker	2019	Truck	200	Diesel
CVG458MP	Kia-K2700 LDV	2003	LDV	60	Diesel
DBS013MP	Isuzu Kb-250d LDV	2005	LDV	76	Diesel
DBV213MP	Isuzu Kb-250d LDV	2005	LDV	76	Diesel
DMH295MP	Isuzu Kb-250d LDV	2006	LDV	75	Diesel
DMH298MP	Isuzu Kb-250d LDV	2006	LDV	75	Diesel
DMH305MP	Isuzu Kb-250d LDV	2006	LDV	75	Diesel
DMH309MP	Isuzu Kb-250d LDV	2006	LDV	75	Diesel
DVB286MP	Nissan 2700d LWB-Cab 4x2 LDV	2008	LDV	90	Diesel
DVB288MP	Nissan 2700d LWB-Cab 4x2 LDV	2008	LDV	90	Diesel
DVB289MP	Nissan 2700d LWB-Cab 4x2 LDV	2008	LDV	90	Diesel
DVB290MP	Nissan 2700d LWB-Cab 4x2 LDV	2008	LDV	90	Diesel
DVB293MP	Nissan 2700d LWB-Cab 4x2 LDV		LDV	90	Diesel
DVB294MP	Nissan 2700d LWD-Cab 4x2 LDV	2008	LDV	90	Diesel
DVB297MP	Nissan 2700d Lwb-Cab 4x2 LDV	2008	LDV	90	Diesel
FFV123MP	Isuzu Kb-250d LDV	2010	LDV	76	Diesel
FFX363MP	Isuzu Kb-250d LDV	2010	LDV	76	Diesel
FFZ773MP	Toyota 2.0 4x2 S/Cab LDV	2010	LDV	80	Petrol
FGG958MP	Isuzu Kb-250d LDV	2010	LDV	76	Diesel
FGV466MP	Isuzu Kb-250d LDV	2010	LDV	76	Diesel
FJP463MP	Opel 1.4 Corsa LDV	2010	LDV	50	Petrol
FJW039MP	Isuzu Kb-250d LDV	2010	LDV	76	Diesel
FJZ027MP	Isuzu Kb-200d LDV	2010	LDV	76	Diesel
FLS744MP	Isuzu Kb-250d LDV	2011	LDV	76	Diesel
HCR967MP	Mazda-Bt50 2.2 4x2 Lr 5mt Sc LDV	2013	LDV	80	Petrol
HCR963MP	Mazda-Bt50 2.2 4x2 Lr 5mt Sc LDV	2013	LDV	80	Petrol
HCR961MP	Mazda-Bt50 2.2 4x2 Lr 5mt Sc LDV	2013	LDV	80	Petrol
HJT513MP	Toyota Hilux LDV	2014	LDV	80	Petrol

HYC745MP	Kb 250d	2016	LDV	76	Diesel
HYC749MP	Kb 250d	2016	LDV	76	Diesel
HYJ990MP	Kb 250d	2016	LDV	76	Diesel
HYJ994MP	Kb 250d	2016	LDV	76	Diesel
HYJ997MP	Kb 250d	2016	LDV	76	Diesel
HYK011MP	Kb 250d	2016	LDV	76	Diesel
HYK822MP	Kb 250d	2016	LDV	76	Diesel
HYK823MP	Kb 250d	2016	LDV	76	Diesel
HYK831MP	Kb 250d	2016	LDV	76	Diesel
HYK834MP	Kb 250d	2016	LDV	76	Diesel
HYM383MP	Kb 250d	2016	LDV	76	Diesel
HYM384MP	Kb 250d	2016	LDV	76	Diesel
HYM388MP	Kb 250d	2016	LDV	76	Diesel
HYM390MP	Kb 250d	2016	LDV	76	Diesel
HYM392MP	Kb 250d	2016	LDV	76	Diesel
HYM394MP	Kb 250d	2016	LDV	76	Diesel
HYM396MP	Kb 250d	2016	LDV	76	Diesel
HYM398MP	Kb 250d	2016	LDV	76	Diesel
KBY071MP	Toyota 2.0 Vvti LDV	2016	LDV	80	Petrol
KBY073MP	Toyota 2.0 Vvti LDV	2020	LDV	80	Petrol
KBY074MP	Toyota 2.0 Vvti LDV	2020	LDV	80	Petrol
KBY076MP	Toyota 2.0 Vvti LDV	2020	LDV	80	Petrol
KBY844MP	Nissan Np 200	2020	LDV	60	Petrol
KBY853MP	Nissan Np 200	2020	LDV	60	Petrol
KBY870MP	Nissan Np 200	2020	LDV	60	Petrol
KBY876MP	Nissan Np 200	2020	LDV	60	Petrol
FFR572MP	Toyota 2.0 4x2 S/Cab LDV	2010	LDV	80	Petrol
HYK016MP	Kb 250d	2016	LDV	76	Diesel
HYK020MP	Kb 250d	2016	LDV	76	Diesel
DDH501MP	Toyota 2.7 LDV	2005	LDV	80	Petrol
DMH307MP	Isuzu Kb 240i Le LDV	2006	LDV	76	Diesel
DRG681MP	Mahindra Scorpio Sc Rhd 4wd LDV	2007	LDV	80	Diesel
DXM478MP	Isuzu 200i Fleetside LDV	2008	LDV	76	Diesel
FBF432MP	Isuzu 200i Fleetside LDV	2009	LDV	76	Diesel
FCZ899MP	Toyota 2.0 4x2 S/Cab LDV	2009	LDV	80	Petrol
FJH242MP	Toyota 2.0 4x2 S/Cab LDV	2010	LDV	80	Petrol
FJZ131MP	Isuzu Kb240i 4x4 LDV	2010	LDV	76	Diesel
FYP427MP	Toyota-2.5 4x4 S/Cab LDV	2013	LDV	80	Diesel
HBF988MP	Isuzu Kb250d LDV	2016	LDV	76	Diesel
HYK026MP	Kb 250d	2016	LDV	76	Diesel
HYK035MP	Kb 250d	2016	LDV	76	Diesel
HYK043MP	Kb 250d	2016	LDV	76	Diesel
HYK045MP	Kb 250d	2016	LDV	76	Diesel
HYK815MP	Kb 250d	2016	LDV	76	Diesel
HYK820MP	Kb 250d	2016	LDV	76	Diesel

HYK821MP	Kb 250d	2016	LDV	76	Diesel
JBB270MP	Iveco Eurocargo Fire Engine	2016	LDV	180	Diesel
DXJ864MP	Ford 2.2p4x2 Lwb LDV	2008	LDV	80	Petrol
FHY074MP	Chevrolet 1.4 LDV	2010	LDV	50	Petrol
HYC744MP	Kb 250d	2016	LDV	76	Diesel
HYC746MP	Kb 250d	2016	LDV	76	Diesel
HYC753MP	Kb 250d	2016	LDV	76	Diesel
HYM401MP	Kb 250d	2016	LDV	76	Diesel
KBY860MP	Nissan Np 200	2020	LDV	60	Petrol
KBY864MP	Nissan Np 200	2020	LDV	60	Petrol
FKK587MP	Isuzu Kb 250d Fleetside LDV	2010	LDV	76	Diesel
HYC744MP	Kb 250d	2016	LDV	76	Diesel
BRV040MP	Yamaha Xt 350 Motor Cycle	1998	M/Cycle	11	Petrol
CMJ513MP	Gallion-Grader	1994	Roller	220	Diesel
JYV781MP	Np300 Nissan S/Cab	2019	LDV	85	Diesel
CSH678MP	Volkswagen 1.4 Golf	2002	Sedan	49	Petrol
DHF234MP	Opel Corsa Hatch	2006	Sedan	50	Petrol
FLM698MP	Chevrolet 1.6l Sedan	2011	Sedan	45	Petrol
FLM699MP	Chevrolet 1.6l Sedan	2011	Sedan	45	Petrol
DDH503MP	Toyota 160i Gle Sedan	2006	Sedan	60	Petrol
FDM967MP	Volkswagen 357 Caddy	2009	Sedan	60	Petrol
JBF871MP	GLC 250d 4 Matic	2016	Suv	70	Diesel
KKL755MP	Hino 500	2021	Truck	340	Diesel
JSK764MP	Jaguar F Pace	2019	Suv	56	Diesel
KSF304MP	M/Benz W166 Station Wagon Gle350	2020	Suv	93	Diesel
KRP161MP	BMW X3	2022	Suv	67	Diesel
CJP003MP	Fiat Fb90 4x4 TLB	2000	TLB	120	Diesel
CZD654MP	Komatsu-Wb93r-2 TLB	2005	TLB	100	Diesel
DDF809MP	Komatsu Wb93r-2 TLB	2005	TLB	200	Diesel
DPV918MP	Jcb 3c 2cm TLB	2007	TLB	150	Diesel
DPV922MP	Jcb 3c 2cm TLB	2007	TLB	150	Diesel
FHL218MP	Hidromek Hmk102b TLB	2010	TLB	150	Diesel
FJY015MP	Jcb 3c 4x4wd TLB	2010	TLB	150	Diesel
FMF301MP	Bell 315sj 4x2 TLB	2011	TLB	150	Diesel
JSD155MP	Komatsu TLB	2018	TLB	100	Diesel
KBR932MP	Sem Caterpillar	2020	TLB	145	Diesel
KVM870MP	Jcb 3dx TLB	2023	TLB	150	Diesel
KVM871MP	Jcb 3dx TLB	2023	TLB	150	Diesel
CKP032MP	Komatsu Wb93r-2 TLB	2000	TLB	200	Diesel
DVF398MP	Volvo BI61 TLB	2008	TLB	150	Diesel
FHP699MP	Hidromek Hmk102b TLB	2010	TLB	150	Diesel
FLT331MP	Hidromek Hmk102b TLB	2011	TLB	150	Diesel
KNB163MP	John Deere TLB	2022	TLB	150	Diesel
KVJ586MP	Jcb 3dx TLB	2023	TLB	150	Diesel
BJD746MP	Massey Ferguson-Tractor	1998	Tractor	80	Diesel

BJK647MP	Massey Ferguson-Tractor	1991	Tractor	80	Diesel
BWR042MP	Ford-F5030-2wd Tractor	1999	Tractor	100	Diesel
CPP542MP	John Deere 6410 Fwd Tractor	2002	Tractor	90	Diesel
CVF581MP	New Holland-Tn5582 Tractor	2003	Tractor	90	Diesel
DCK594MP	30-Series 3630 Tractor New Holland	2005	Tractor	90	Diesel
DMK029MP	John Deere 5303twd Tractor	2006	Tractor	80	Diesel
FKS145MP	M/Benz Axor 3340s Truck Tractor	2011	Tractor	340	Diesel
BHY743MP	Ford-Tractor	2000	Tractor	90	Diesel
CMJ512MP	Ford-F4130 Tractor	1993	Tractor	90	Diesel
CMP297MP	New Holland-10 Series Mexico 6610 Tractor	2005	Tractor	90	Diesel
CMP298MP	New Holland-10 Series Mexico 6610 Tractor	2005	Tractor	90	Diesel
DCK589MP	30 Series 3630-Tractor	2005	Tractor	90	Diesel
DVJ418MP	New Holland Tt 55 Tractor	2007	Tractor	90	Diesel
FHH421MP	New Holland-Tt Series 55 Tractor	2010	Tractor	90	Diesel
FYJ374MP	Yto-3a Assem 700 Tractor	2012	Tractor	90	Diesel
BJK646MP	Nissan-Tipper	1993	Truck	100	Diesel
CKC955MP	Nissan A520 Mkb210k Dropside Truck	2000	Truck	100	Diesel
CTY051MP	Nissan A520 Mkb210k Tanker	2004	Truck	100	Diesel
CVW272MP	Isuzu F Series Fvz1400t Dropside	2003	Truck	400	Diesel
CWD455MP	Nissan F23 Cabstar Dropside	2003	Truck	65	Diesel
DMJ996MP	Faw 4ca13160fd Tipper	2006	Truck	150	Diesel
DRB491MP	Man Tgm15.240bl Tanker	2007	Truck	300	Diesel
DRD175MP	Faw Ca 15180fd Tipper	2007	Truck	300	Diesel
DRD181MP	Faw Ca 15180fd Tipper	2007	Truck	300	Diesel
DVY408MP	Mitsubishi Fuso Fk/Fm 10-162 Tanker	2008	Truck	200	Diesel
DVY411MP	Mitsubishi Fuso Fk/Fm 10-162 Tanker	2008	Truck	200	Diesel
DVY415MP	Mitsubishi Fuso Fk/Fm 10-162 Tanker	2008	Truck	200	Diesel
DVY416MP	Mitsubishi Fuso Fk/Fm 10-162 Tanker	2008	Truck	200	Diesel
FKC934MP	Fuso Fk/Fm15-253 Tipper	2011	Truck	200	Diesel
FKL589MP	Isuzu N-Series Npr400 Dropside	2010	Truck	100	Diesel
FLT659MP	Toyota Super-F 13-234 Tanker	2011	Truck	200	Diesel
FMH845MP	Isuzu F-Series Fsr 800	2011	Truck	200	Diesel
FMH847MP	Isuzu F-Series Fsr 800	2011	Truck	200	Diesel
FPX867MP	Fuso Fm15-270 Ckd Tipper	2011	Truck	300	Diesel
HDC459MP	Hino 300 815 Crew Cab Dropside	2013	Truck	100	Diesel
HDF481MP	Isuzu Fsr 800 Fsr Series	2013	Truck	200	Diesel
HDF486MP	Isuzu Fsr 800 Fsr Series	2013	Truck	200	Diesel
JWT811MP	Hino 300 Cherry Picker	2019	Truck	200	Diesel
KCR373MP	Ud Truck Water Tanker	2020	Truck	300	Diesel

KCR376MP	Ud Truck Water Tanker	2020	Truck	300	Diesel
KDG645MP	Ud Truck P9103 Tipper	2020	Truck	300	Diesel
KFB107MP	Hino 300 Dropside	2020	Truck	200	Diesel
KFB113MP	Hino 300 Dropside	2020	Truck	200	Diesel
KTY224MP	Ud P9103 Quester Water Tanker	2023	Truck	200	Diesel
KTY231MP	Ud P9103 Quester Water Tanker	2023	Truck	200	Diesel
KVV791MP	Ud Tipper Truck	2023	Truck	315	Diesel
KWP722MP	Ud Water Taner	2023	Truck	405	Diesel
CHJ765MP	Toyota 7-095 Dyna Box Body	2000	Truck	90	Diesel
CTY056MP	M/Benz Atego 1517 K Compactor	2004	Truck	180	Diesel
CTY057MP	M/Benz Atego 1517 K Compactor	2004	Truck	180	Diesel
CTY058MP	M/Bishi Fe7-143 Boxbody	2004	Truck	100	Diesel
CTY059MP	M/Bishi Fe7-143 Boxbody	2004	Truck	100	Diesel
DBL891MP	M/Bishi Fe7-143 Boxbody	2005	Truck	100	Diesel
DBL892MP	M/Bishi Fe7-143 Boxbody	2005	Truck	100	Diesel
DBL893MP	M/Bishi Fe7-143 Boxbody	2005	Truck	100	Diesel
DBL895MP	M/Bishi Fe7-143 Boxbody	2005	Truck	100	Diesel
DBL896MP	M/Bishi Fe7-143 Boxbody	2005	Truck	100	Diesel
DVH570MP	Faw Ca 15180fd Tipper	2011	Truck	300	Diesel
DVY247MP	Tata Lpt1518 8 Ton Fire Truck	2008	Truck	250	Diesel
DZM225MP	Tata Lpt 713s Boxbody	2009	Truck	120	Diesel
DZM226MP	Tata Lpt 713s Boxbody	2009	Truck	120	Diesel
FDC663MP	Toyota Hino 300 811 Tipper	2009	Truck	100	Diesel
FFT223MP	Toyota Super F 13-237 Compactor	2010	Truck	200	Diesel
FFT227MP	Toyota Super F 13-237 Compactor	2010	Truck	200	Diesel
HDB370MP	Hino-300 714 Lwb Dropside	2013	Truck	150	Diesel
HDC473MP	Hino-Super F 13-234 500 Tipper	2013	Truck	200	Diesel
JBD443MP	Ud 80 Compactor A899	2016	Truck	200	Diesel
JBD446MP	Ud 80 Compactor A899	2016	Truck	200	Diesel
JWR435MP	Hino 300 Box Body	2019	Truck	150	Diesel
JWR438MP	Hino 300 Box Body	2019	Truck	150	Diesel
JWR441MP	Hino 300 Box Body	2019	Truck	150	Diesel
JWR442MP	Hino 300 Box Body	2019	Truck	150	Diesel
JWR446MP	Hino 300 Box Body	2019	Truck	150	Diesel
KVJ579MP	Ud Skiploader	2023	Truck	200	Diesel
KVX356MP	Ud Skiploader	2023	Truck	200	Diesel
FGR829MP	Nissan 40l Van Body	2010	Truck	150	Diesel
JSX603MP	Hino Water Tanker Hino 500 6000l	2019	Truck	200	Diesel
JSX608MP	Hino Water Tanker Hino 500 13000l	2019	Truck	200	Diesel
N/A	Broomsweeper	2023	Trailer	200	Diesel

N/A	Roller	2023	Yellow Plant	200	Diesel
N/A	Excavator	2023	Yellow Plant	100	Diesel
KXF576MP	Ud Compactor	2023	Truck	190	Diesel
KXF582MP	Ud Dropside	2023	Truck	190	Diesel
KXF612MP	Ud Compactor	2023	Truck	190	Diesel
CTG138MP	Dezzi Grader	2005	Grader	240	Diesel
FXB 874MP	Diesel Tanker 100 Litters	2012	Tanker	1000	Diesel
FXT 676MP	Diesel Tanker 100 Litters	2012	Tanker	1000	Diesel

1.4 VEHICLES LISTED ON THE PROCUREMENT PLAN FOR 2023/2024 FINANCIAL YEAR

DEPARTMENT	Category	Description	Quantity
TOTAL			159
1.COMMUNITY SERVICES			
1.2	Heavy Vehicles	Waste Compactors units	6
1.3	Heavy Vehicles	8 Ton Drop side	8
1.4	Yellow fleet	TLB	3
1.5	Heavy Vehicles	Fire Truck	3
1.6	Light Delivery Vehicle	LDV Big	15
1.7	Light Delivery Vehicle	LDV Small	5
1.8	Yellow fleet	Tractors	4
1.9	Light Delivery Vehicle	Rescue LDV	6
1.10	Heavy Vehicles	Skip Loaders	4
2.TECHNICAL ROADS			
2.1	Yellow fleet	TLB	6
2.2	Yellow fleet	Graders	6
2.3	Heavy Vehicles	Tipper Truck 10 ² m	6
2.4	Yellow fleet	Roller	3
2.5	Heavy Vehicle	Broom Sweeper	2
2.6	LDV	LDV Big	15
3 TECHNICAL WATER SECTION			
3.1	Heavy Vehicles	Water Tanker 18000L	6
3.2	Heavy Vehicles	Water Tanker 5000L	6
3.3	Heavy Vehicles	Honey Sucker	2
3.4	Yellow Fleet	TLB	4

3.5	Yellow fleet	Excavator	2
3.6	LDV	LDV Big	15
BUDGET & TREASURY			
4.1	LDV	LDV Big	6
4.2	LDV	LDV Small	6
TOWN PLANNING			
5.1	LDV	LDV Big	6
5.2	SEDAN	Sedans	6
CORPORATE			
6.1	LDV	LDV Big	6
6.2	Sedan	SUV	2

1.5 PRICING SCHEDULE

SECTION A- INSTALLATION OF A TRACKING DEVICES SYSTEM AND VEHICLE RECOVERY SERVICES

item	Description	Available Fleet	Fleet still to be Procured	Total	Unit Price annual price excl VAT*	VAT	Unit Price monthly price excl VAT**	VAT	Total Bid Price excl VAT (36 Months ***	VAT	Total Bid price Incl VAT (36 Months)
1	Heavy Delivery Vehicles (Trucks)	70	47	117	*R	R	R		R		
2	Graders	8	6	14	R		R		R		
3	Light Delivery Vehicles (Bakkies)	86	96	182	R		R		R		
4	Motor bike	1	0	1	R		R		R		
5	Light Vehicles (Sedan and SUV)	10	2	12	R		R		R		
6	Tractor Loader Backhoe (TLBs)	18	13	31	R		R		R		
7	Agricultural Tractors	16	4	20	R		R		R		
8	Compactor Roller	1	0	1	R		R		R		
9	Diesel carts	2	0	2	R		R		R		
10	Light Passenger Vehicle (Combi)	1	0	1	R		R		R		
11	Broom sweeper Equipment	1	2	3	R		R		R		
12	Excavator	1	2	3	R		R		R		
TOTALS		215	172	387							
TOTALS					R						

Nb.

*The monthly tender price must include the total number of vehicles.

** The annual tender price must include the monthly price multiple by the 12 calendar months

*** The total contract price must include the monthly price multiple by 36 months contract duration.

SECTION B: INSTALLATION OF A FUEL MANAGEMENT SYSTEM

item	Description	Available Fleet	Fleet still to be Procured	Total	Unit Price annual price excl VAT*	VAT	Unit Price monthly price excl VAT**	VAT	Total Bid Price excl VAT (36 Months ***	VAT	Total Bid price Incl VAT (36 Months)
1	Heavy Delivery Vehicles (Trucks)	70	47	117	R	R	R		R		
2	Graders	8	6	14	R		R		R		
3	Light Delivery Vehicles (Bakkies)	86	96	182	R		R		R		
4	Motor bike	1	0	1	R		R		R		
5	Light Vehicles (Sedan and SUV)	10	2	12	R		R		R		
6	Tractor Loader Backhoe (TLBs)	18	13	31	R		R		R		
7	Agricultural Tractors	16	4	20	R		R		R		
8	Compactor Roller	1	0	1	R		R		R		
9	Diesel carts	2	0	2	R		R		R		
10	Light Passenger Vehicle (Combi)	1	0	1	R		R		R		
11	Broom sweeper Equipment	1	2	3	R		R		R		
12	Excavator	1	2	3	R		R		R		
TOTALS		215	172	387							
TOTALS					R						

Nb.

*The monthly tender price must include the total number of vehicles.

** The annual tender price must include the monthly price multiple by the 12 calendar months

*** The total contract price must include the monthly price multiple by 36 months contract duration.

SECTION C: MANAGED MAINTENANCE SERVICES

item	Description	Available Fleet	Fleet still to be Procured	Total	Unit Price annual price excl VAT*	VAT	Unit Price monthly price excl VAT**	VAT	Total Bid Price excl VAT (36 Months ***	VAT	Total Bid price Incl VAT (36 Months)
1	Heavy Delivery Vehicles (Trucks)	70	47	117	R	R	R		R		
2	Graders	8	6	14	R		R		R		
3	Light Delivery Vehicles (Bakkies)	86	96	182	R		R		R		
4	Motor bike	1	0	1	R		R		R		
5	Light Vehicles (Sedan and SUV)	10	2	12	R		R		R		
6	Tractor Loader Backhoe (TLBs)	18	13	31	R		R		R		
7	Agricultural Tractors	16	4	20	R		R		R		
8	Compactor Roller	1	0	1	R		R		R		
9	Diesel carts	2	0	2	R		R		R		
10	Light Passenger Vehicle (Combi)	1	0	1	R		R		R		
11	Broom sweeper Equipment	1	2	3	R		R		R		
12	Excavator	1	2	3	R		R		R		
TOTALS		215	172	387							
TOTALS					R						

Nb.

*The monthly tender price must include the total number of vehicles.

** The annual tender price must include the monthly price multiple by the 12 calendar months

*** The total contract price must include the monthly price multiple by 36 months contract duration.

Bid price of section A, B and C must be added and the total must be carried over to the form of offer

Item No.	Section	Description	Amount
1.	Section A	Total Bid price for 36 months period	R
2.	Section B	Total Bid price for 36 months period	R
3.	Section C	Total Bid price for 36 months period	R
Total contract price including VAT			R

2. TECHNICAL EVALUATION CRITERIA

For a bidder to qualify it is a requirement to score a minimum of 70% out of a maximum of 100 points for technical evaluation criteria.

Values: 1 = Poor; 3 = Good; 5 = Excellent

ITEM	CRITERIA	Points	VAL UE	TOTAL POINTS
1.	Bank rating			20
1.1	Rating D = (4)	4 or		
1.2	Rating C = (10)	10 or		
1.3	A or B = (20)	20 Points		
2	Key Personnel Experience Project and Qualification: Project Manager Degree or Diploma or NQF 6 Qualification in, Supply Chain Management, Logistics Management, Fleet Management. Attach CV and certified copies.			20
2.1	0 – 5 years = (4)	5 or		
2.2	6 – 10 years = (6)	10 or		
2.3	11 and above = (10)	20 points		
3	Proposed methodology 1. Proposed paper (15) plus 2. Timeframes (5) 3. Organogram (5) The proposed paper should not be more than 10 pages and typed in Arial fond. The entire proposed methodology should not be more than 15 pages.	15 plus 5 plus 5 points		25
3.1	Good = (25) The proposed methodology partially addresses the requirements of the municipality and provides solutions to the challenges of the municipality	25 Or		
3.2	Average = (10)	10 or		

	The proposed methodology partially addresses the requirements of the municipality and provides solutions to the challenges of the municipality			
3.3	Poor = (0) The proposed methodology fails to addresses the requirements of the municipality and provides solutions to the challenges of the municipality	0		
4	Company experience: Similar Projects Value			35
4.1	R10.M – R29,9M = (15) collective maximum of 5 letters.	15 or		
4.2	R30.0M – R69.9M = (25) collective maximum of 5 letters.	25 or		
4.3	R50.0 M and above = (35) collective maximum of 5 letters.	35 points		
	Attached certified appointment letters, completion certificates and recommendation letters from Client in both public and private companies.			10
TOTAL				100

Prospective bidders must score a minimum score points of 70 to be eligible for further evaluation. All bidders that score less than the score points of 70 will be declared non responsive and be eliminated from further evaluation.

NB: As per our corporate social investment (CSI) or labour plan proposition, bidders must consider working with local service providers, therefore bidders must attach a comprehensive methodology on how are they planning to utilise those services providers to vehicle services ,repairs ,maintenance and more of local All local service providers must register with Nkomazi Local Municipality Fleet Management Office (Malelane)

CERTIFICATE OF AUTHORITY FOR SIGNATURE**3.1. SUPPLIERS / CONTRACTORS**

3.1.1. "Certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached to this page. An example is given below.

3.2. JOINT VENTURE

3.2.1. The document of formation of the Joint Venture shall be attached to this page.

3.2.2. A "certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from", duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the board of directors passed at a meeting held on

Mr. /Ms..... whose signature appears below, has been duly authorized

to sign all documents in connection with the tender for Contract no.....

and any contract which may arise there from on behalf of (block capitals).....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1:.....

2:.....

1. No bid will be accepted from persons in the service of the state:
2. Any person or having kinship with a person in the service of state, or persons who act on behalf of Nkomazi Local Municipality, including a blood relationship, may make an offer or offers in terms of this bid invitation. In view of possible allegations of favouritism or bias, should the resulting bid, or part thereof, be awarded to persons employed by State, or to persons who act on behalf of Nkomazi Local Municipality, or to persons connected with or related to them, it is required that the bidder or his authorised representative shall declare any interest of whatever nature and/or relationship (including blood relationship) to any employees, or persons who act on behalf of, or persons connected with or related to Nkomazi Local Municipality.
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 the bidder or his representative:
 - 3.2. Identify Number:
 - 3.3. Position occupied in the Company (director, trustee shareholder):
.....
 - 3.4. Company Reference Number:
 - 3.5. Tax Reference Number:
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors/trustees/ shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8. Are you presently in the service of the state? YES/NO
 - 3.8.1 If yes, furnish particulars:

❖ MSCM Regulations: "in the service of the state" means to be-

- (a) A member of-
 - (i) Any municipal council
 - (ii) Any provincial legislature, or
 - (iii) The national Assembly or the national council of provinces
- (b) A member of the board of directors of any municipal entity;
- (c) An official of any municipality or municipal entity;

- (d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) A member of the accounting authority of any national or provincial public entity; or
- (f) An employee of parliament or a provincial legislature

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

3.9. Have you been in the service of the state for the past twelve months?

YES/NO

If yes, furnish particulars:

.....

3.10. Do you, have any relationship (family, friend, other) with a person employed by state/Nkomazi Local municipality, who may be involved in the evaluation and adjudication of this bid?

*YES / NO

3.10.1 If yes, furnish particulars:

.....

.....

3.11. Are you, aware of any relationship (family, friend, other) between the bidder and any person employed by state/Nkomazi Local Municipality, who may be involved in the evaluation and adjudication of this bid?

*YES / NO

3.11.1 If yes, furnish particulars:

.....

.....

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of state?

YES/NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13. Are any spouses, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of state?

YES/NO

13.13.1 If yes, furnish particulars.

.....
.....

13.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES/NO

13.14.1 If yes, furnish particulars.

.....
.....

4. Full details of directors. Trustees/ members/ shareholders.

Full Name	Position filled in the "State"	ID number	State employee number

.....
Signature

.....
Bid Number

.....
Date

.....
Capacity

.....
Name of the Company

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.

.....
.....

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

YES/NO

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

2.2 If yes, provide particulars.

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

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

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

Signature Date

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To**

- a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

- **80/20 preference points system is for tenders for income-generating contracts with Rand value equal to or below R50 million.**

3.1 The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmax = Price of highest acceptable tender.

3.1.1 A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

3.1.2 The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

3.1.3 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

3.2 90/10 Price and preference point system is for acquisition of goods or services with Rand value above R50 MILLION

3.2.1 The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmax = Price of highest acceptable tender.

3.2.2 A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.

3.2.3 The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

3.2.4 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

- (Note to organs of state: Where either the 90/10 preference point system is applicable, corresponding points must also be indicated as such.)
- Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

A TOTAL OF 4 PREFERENCE POINTS SHALL BE ALLOCATED ON A PROPORTIONAL OR PRO RATA BASIS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR WHO MEET THE FOLLOWING REQUIREMENTS.

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	POINTS ALLOCATION (90/10 SYSTEM)	NUMBER OF POINTS CLAIMED (90/10 SYSTEM) (TO BE COMPLETED BY TENDERER)
100% black person or people owned enterprise	1	
More than 30% woman or women shareholding or owned enterprise	1	
more than 30% youth shareholding or owned enterprise	1	
More than 30% people living with disability shareholding or owned enterprise	1	
A total of 6 preference points shall be allocated on a proportional or pro rata basis for implementing of programs for RDP		
Corporate Social Investment (CSI) Plan, (The prospective bidder must provide the municipality with an additional proposal on how to implement the CSI within the municipality. The proposal must include the (a) types of projects (b) Target area (c) Duration (d) proposed budget for the project. Points will be allocated based on the following (a) Criticality of the proposed project, e.g. linkage to IDP (b) The magnitude of the project including the budget (c) The timeframes involved.	3	
1 Point for enterprise who will subcontract minimum Of 30%of the contract value to EME in the ward or local communities where the services to be rendered or works to be undertaken;	1	

1 point for enterprise located within the district area of jurisdiction;	1	
1 point for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	1	

1. Name of firm:
1. Postal address.....
3. Physical address:
4. Telephone:
5. Fax no.:
6. E-mail.:
7. Contact person:
8. Enterprise/ company Income Tax no.:
(Insert personal income tax number if a one-person business and personal income tax numbers of partners, if a partnership)
9. VAT registration no:
10. Tax clearance certificate attached (must be an original document & valid on the closing of the tender)
11. Bank account number and bank where account is held:
.....
12. Proof of payment of municipal services attached (or a letter from your local Municipality which exempt you/company from payment of services)
13. Corporate entity registration no.....
14. Type of enterprise.....
(e.g. partnership, company, cc, one person business etc.)
(Certified copy of enterprise certificate)
15. Country of registration or incorporation.....
16. Manner of participation:
(e.g. main contractor, supplier, professional service provider, joint venture, consortium etc.)
17. Business Sector.....
18. Total number of employees:
Full time.....
Part time:

Did your firm exist under a previous name?

Yes No

If yes, what was its previous name?

Who were the owners/partners/directors?

20. List all the partners, proprietors and shareholders by name, identity number, citizenship and shareholding:

Name	ID number	Citizen-Ship	Date of Ownership	% Holding/Ownership

Note: Where owners are themselves a corporate entity or partnership, please identify such.

21. List the major items of equipment, plant and vehicles owned by the firm or the owner, but utilized or to be utilized by the company (e.g. Vehicles):

No.	Description	Number
1		
2		
3		
4		
5		
6		

22. Provide proof of organizational capability and practice profile to deliver the required supplies or services. (If insufficient space, the information may be provided as a separate annexure)

.....

.....

23. List the four largest contracts/assignments completed or in the process of being completed by your enterprise in years. (N.B.: Provide additional information on a separate paper if necessary)

Schedule of previous work carried out by Bidder

Scope of work/Nature of work carried out previously	Contracted by whom/Employer name, tel & fax	Contract fee amount/value of work	Year of Completion

The undersigned is duly authorized to do so on behalf of the bidder and affirms that the information furnished is true and correct.

Signature

Duly authorized to sign on behalf of

COMMISSIONER OF OATH

DATE

**CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM.....

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

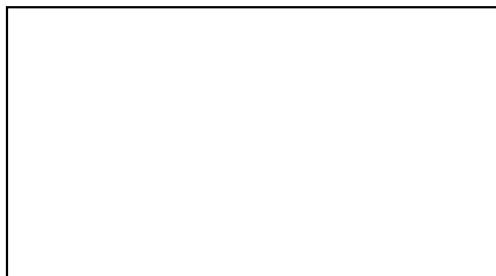
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011; - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

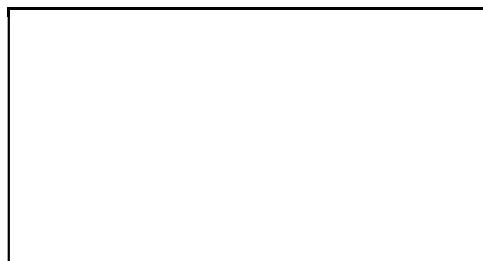
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.
2. I/We agree that –
the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;
3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;
4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favorable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid;
5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;
6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domicilium citandi et executandi* in the Republic at :

.....

7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.
8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.
9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature Tender/Bid no.....
Capacity

Duly authorised to sign on behalf of

.....

The Municipal Manager
 Nkomazi Municipality
 Private Bag X 101
 Malalane
 1320

Sir/Madam

CONTRACT NO: NKO:73/2023: PROVISION OF MANAGED MAINTENANCE SERVICES, FLEET MANAGEMENT SYSTEM AND FUEL MANAGEMENT SYSTEM FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS

DATE OF PUBLICATION OF TENDERS	CLOSING DATE AND TIME FOR SUBMISSION OF TENDERS	THIS TENDER HOLDS GOOD FOR ACCEPTANCE UNTIL
18/09/2023	10/11/2023	90 days

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer for **PROVISION OF MANAGED MAINTENANCE SERVICES, FLEET MANAGEMENT SYSTEM AND FUEL MANAGEMENT SYSTEM FOR NKOMAZI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

conformity with the above-said documents and addenda, for the sum of -

.....

(R..... *) * Excluding VAT

or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within 24 months including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.

5. If my/our tender is accepted, I/we undertake -

To sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.

6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.

7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.

8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.

9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.

10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.

11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.

12. I/We choose *domicilium citandi et executandi* at -

.....
in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THE DAY OF IN THE YEAR OF

ON BEHALF OF:

ADDRESS.....

TELEPHONE NUMBER

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.1	<p><i>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?</i></p> <p><u>(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).</u></p> <p><u>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.</u></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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 <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p>

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

	may be due to him
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> (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	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)