



## DEPARTMENT: FINANCE

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

**BID NO: FIN004/2023B**

### PROCUREMENT DOCUMENT

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management  
Dihlabeng Local Municipality  
PO Box 551, Bethlehem, 9700

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**MR Charbolyn Maile**  
Supply Chain Management

**Tel. Number:** 058 303 5732

**CLOSING DATE:** **04 December 2023 @ 12H00**

**Bidder:** Initial of authorized signatory/ies **1.....**

**DLM:** Initial.....

**2.....**

**Witness:** Initial .....

**BRIEF DESCRIPTION**

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

- ITEM 1: ON-SITE AND OFF-SITE SUPPLY AND DELIVERY OF 50 PPM DIESEL**
- ITEM 2: ON-SITE AND OFF-SITE SUPPLY AND DELIVERY OF 95 UPL PETROL**
- ITEM 3: ON-SITE AND OFF-SITE SUPPLY AND DELIVERY OF ENGIN OIL**
- ITEM 4: ON-SITE AND OFF-SITE SUPPLY AND DELIVERY OF OTHER OIL, LUBRICANTS, BRAKE FLUIDS AND ANTI FREEZE**
- ITEM 5: SUPPLY AND MAINTENANCE OF ON-SITE FUEL STORAGE TANKS**
- ITEM 6: SUPPLY AND MAINTENANCE OF ON-SITE DISPENSER MACHINES**

**BID SUBMITTED BY:**

**NAME OF BIDDING ENTITY:**

**ADDRESS:**

**CONTACT NUMBER:**

**CONTACT PERSON:**

**CSD NUMBER:**

**ISSUED BY:**

Dihlabeng Local Municipality  
No. 9 Muller Street  
P.O. Box 551  
**BETHLEHEM**  
9700

**Tel. No.:** (058) 303 5732  
**Fax No.:** (058) 303 4703

**Bidder:** Initial of authorized signatory/ies **1.....**

**DLM:** Initial..... **2**

**2.....**

**Witness:** Initial .....

## **BIDDER'S QUESTIONNAIRE**

<b>NO.</b>	<b>QUESTION</b>	<b>BIDDER'S RESPONSE</b>
1	Have you initialed all the pages of the BID document?	* YES / NO
2	Have you completed and signed the Returnable Schedules?	* YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules <b>(as and when required)</b> ?	* YES / NO
4	Have you submitted <b>Tax Clearance reference number and tax compliance status pin?</b>	* YES / NO
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	* YES / NO
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements <b>(as and when required)</b> ?	* YES / NO
7	Have you taken note of the contents of part 5 of MBD 6.1 to substantiate your B-BBEE rating claims, and have you submitted an <b>original and valid or certified copy</b> of your Company's B-BBEE certificate to qualify for preference points?	* YES / NO
8	Have you completed and signed the following forms: - MBD 7.1 Form – Contract form for purchase of goods/works? - MBD 7.2 Form - Contract Form for rendering of Services? <b>(as and when required)</b>	* YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	* YES / NO
10	Have you completed the Form of Offer (C1.1) in <b>WORDS</b> as well as in <b>FIGURES</b> ?	* YES / NO
11	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	* YES / NO
12	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	* YES / NO

\* Delete whichever is not applicable

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**Signature**

.....  
**Date**

.....  
**Position**

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial..... 3

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**Witness:** Initial .....

DIHLABENG LOCAL MUNICIPALITY

ONTRACT NUMBER: FIN004/2023B

**BID DOCUMENT**

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: .....

PHYSICAL STREET ADDRESS	POSTAL ADDRESS

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

DATE : .....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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**Witness:** Initial .....

**DIHLABENG LOCAL MUNICIPALITY**

**CONTRACT NUMBER: FIN004/2023B**

**BID DOCUMENT**

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

**THE BID**

**PART T1** Bidding Procedures

T1.1 Bid Notice and Invitation to Bid

T1.2 Bid Data

Standard Conditions of Tender  
Terms of reference

**PART T2** Returnable Documents (All documents / schedules are returnable)

T2.1 List of Returnable Documents

T2.2 Returnable Schedules (Included in T2.1)

The following documents must be completed and signed (where applicable) and submitted as a complete set.

Number	Document	Color of pages
T1.1	Bid Notice and Invitation to Bid	White
T1.2	Bid Data	White
	Standard Conditions of Tender	White
	Terms of Reference	
T2.1	List of Returnable Documents	White
T2.2	Returnable Schedules (Included in T2.1)	White
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C2.1	Pricing Instructions	White
C2.2	Pricing and Delivery Schedule	White
C3	Scope of Work	White

**Bidder:** Initial of authorized signatory/ies 1.....

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## **INVITATION TO BID**

### **DIHLABENG LOCAL MUNICIPALITY**

#### **APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

**Contract number: FIN004/2023B**

Acceptable bids will be evaluated in terms of 80/20 Points System as per 2022 Regulations of PPPFA.

Bid documents will be available as from **12H00 on 06 November 2023**, upon payment of a cash non-refundable document fee of R1000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12H00 on 04 December 2023**. All bids shallhold good for 90 days as from the closing date of bids.

Enquiries must be directed to MR Charbolyn Maile, In Supply Chain Management on Tel: 058 303 5732.

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

The following information must be submitted together with the tender document: **Company Profile, Company Registration Certificate and Proof of Payment for Municipal Services and other compulsory document stated in the document**

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all tenders at any time.

**Bidder:** Initial of authorized signatory/ies **1**.....

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**2**.....

**Witness:** Initial .....

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER:FIN004/2023B

**BID DOCUMENT**

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

**Bid Data (T1.2)**

CLAUSE NUMBER	
	<p>The Standard Conditions of Bid for procurement makes several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Bid</p>
<b>1.1</b>	The Employer is Dihlabeng Local Municipality

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	<p>The single volume approach is adopted for this contract.</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid offer. The bidder must submit the bid offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to Dihlabeng Local Municipality bound up as it was when it was received.</p> <p>The bid documents issued by the Employer comprise of the following:</p> <p><b>Bid</b></p> <p><b>Part T1: Bidding procedures</b></p> <p>T1.1 – Bid notice and invitation to bid  T1.2 – Bid data  T1.3 – Standard Conditions of Bid</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1- List of returnable documents  T2.2 – Returnable schedules</p> <p><b>CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance  C1.2 Contract data</p> <p><b>Part C2: Pricing and Delivery Schedule</b></p> <p>C2.1 Pricing Instructions  C2.2 Priced fees and disbursements</p>
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CLAUSE NUMBER	
	<b>Part C3: Scope of work</b> C3 Scope of work
1.3	<p>The employer's agent is:</p> <p><b>Name:</b> MR Charbolyn Maile  <b>Section:</b> Supply Chain Management  <b>Address:</b> Dihlabeng Local Municipality, P.O. Box 551, Bethlehem, 9700  <b>Tel.:</b> 058 303 5732  <b>Fax:</b> 058 303 4703  <b>E-mail:</b> pault@dihlabeng.co.za</p>
1.4	A competitive negotiation procedure will not be followed
2.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> <li>1. Bidder has the managerial capacity, reliability and experience regarding the nature of the project</li> </ol>
2.2	No briefing session required.
2.3	<b>The closing date for submission of Bid offer is 04 December 2023</b>
2.4	No alternative offers will be accepted
2.5	Additional copies of the bid offer will not be required
2.6.1 2.6.2	<p>The employer's address for delivery of bid offer and identification details to be shown on such bid offer package are:</p> <p><b>Location of Bid box:</b> Dihlabeng Local Municipality  <b>Physical address:</b> No. 9 Muller Street East, Bethlehem, 9700</p> <p><u>Identification details:</u> As indicated in the bid notice</p>
2.7	A two-envelope procedure will not be followed.
2.8	The bidder is required to submit with the bid Tax Clearance reference number and tax compliance status pin issued by the South African Revenue Services
2.9	<p>The location for opening of the bid offers, immediately after the closing time thereof shall be at:</p> <p><b>Time:</b> 12H00 on the 04 December 2023  <b>Location:</b> Supply Chain Office, No. 9 Muller Street East, Bethlehem, 9700</p>

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3.0	<p>The procedure for the evaluation of responsive bids is as per Preferential Procurement Policy Framework Act, Act 50 of 2000 and Regulations of 2022.</p> <p>Bids will be evaluated in Four (4) Stages:</p> <p>Stage 1 – Responsiveness      Stage 2 – Functionality      Stage 3 – Financial Offer and Preference      Stage 4 – Risk Analysis</p> <p><b>Stage 1 – Responsiveness</b></p> <p>The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following results in immediate disqualification:</p> <ol style="list-style-type: none"> <li>1. Certificate of Authority for Signatory;</li> <li>2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture;</li> <li>3. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (<b>indicating the municipal account payer and the validity period of the contract</b>) must be attached, in the case where the municipal services are paid by the Landlord/owner, a valid Lease Agreement (<b>indicating the municipal account payer and the validity period of the contract</b>) must be attached.</li> <li>4. Valid License Certificate in terms of Petroleum Products Act (Act No. 120 of 1977) issued by the Department of Mineral Resources and Energy South Africa.</li> <li>5. Proof of CSD Registration Report which is <b>Valid/Compliant</b> from the date of availability of tender document</li> <li>6. The document must be completely filled in Black Ink &amp; corrections are countersigned.</li> <li>7. Bill of Quantities <b>must</b> be completely filled with <b>black ink</b> not pencil.</li> <li>8. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.</li> <li>9. The bidder completed and signed all prescribed and compulsory bid forms.</li> <li>10. Audited Annual Financial Statements for the past three years</li> <li>11. Bidder must submit with the Document a Memory stick with a scanned filled document with all attachments.</li> </ol>

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<p><b>Stage 2: Functionality</b></p> <p><b>Minimum score 60 points</b></p>			
	<b>CRITERIA FOR FUNCTIONALITY</b>	<b>PROOF SUBMITTED</b>	<b>SCORE(Maximum)</b>
3.1	<b>ITEM 1 : Supply and delivery of 50ppm diesel</b>	1. SANS/ISO compliance certificate from the manufacturer	10
	<b>ITEM 2 : Supply and delivery of grade 95 ULP</b>	2. Documentary proof from on the manufacturer letter head confirming accredited agency of the tenderer authorizing the distribution or supply of petroleum solution to the end-users.	
	1. Not Submitted = 0 1. Submitted (1.) = 5 points		
	2. Not Submitted = 0 2. Submitted (2.) = 5 points		
	<b>ITEM 3: Supply and delivery of Oils, Lubricants, Anti-freeze and Brake Fluid</b>	1. ISO / SANS / ILBA compliance certificate from the blending plant  2. Documentary proof from on the manufacturer letter head confirming accredited agency of the tenderer authorizing the distribution of the product  NB: Original Manufacturer's specification sheets of all products confirming the minimum	10
	1. Not Submitted = 0 1. Submitted (1.) = 5 points		
	2. Not Submitted = 0 2. Submitted (2.) = 5 points		
		<u>specifications for:</u> <b>15W40 ENGINE OIL</b>	
	<b>ITEM 4: Supply and delivery of Oils, Lubricants, anti-freeze and Brake Fluid</b>	1. ISO / SANS / ILBA compliance certificate from the blending plant  2. Documentary proof from on the manufacturer letter head confirming accredited agency of the tenderer authorizing the distribution of the product	10
	1. Not Submitted (1.) = 0 1. Submitted (1) = 5 points		
	2. Not Submitted (2.) = 0 2. Submitted (2.) = 5 points		
		NB: Original Manufacturer's specification sheets of all products confirming	

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		the minimum specifications for: 1. ATF 2. TWO STROKE OIL 3. HYDRAULIC OIL 4. 80W90 GEAR OIL 5. 85W140 GEAR OIL 6. TRANSFORMER OIL 7. BRAKE FLUID DOT 4 8. GREASE 9. ANTI-FREEZE		
	<b>Company experience in product supply, fuel storage and maintenance, as well as dispensing of products to end-users in relation to petroleum supply solutions.</b>  1. No projects = Zero (0) points 2. 1 project under R 5 million = 10 points 3. 1 project over R 10 million = 20 points 4. 2 or more projects over R 15 million = 30 points	Attach Proof of purchase or supply and reference	30	
	<b>Proof of footprint of one off-site facility depot or service station in the Magisterial District of Dihlabeng as demarcated by the Department of Mineral Resources and Energy, South Africa (Act 120 of 1977)</b>  1. Not Submitted = Zero (0) points 2. Lease Agreement = 10 points 3. Owned Facility / Service Station = 30 points	Attach Proof of municipal account / statement of Municipal Services in the name of the tenderer or a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract)	30	
	<b>Certificate of Health and Safety</b>  1. Submitted = 10 points 2. Not Submitted = 0	Attach certified copy of Health and Safety Certificate	10	
	<b>Total</b>		<b>100</b>	

**The service provider will be required to score the minimum of 60 points to be evaluated further; the bid will be evaluated on 80/20 preference point system.**

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### **STAGE 3- FINANCIAL OFFER AND PREFERENTIAL EVALUATION**

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Vol. 689 4 November No. 47452 2022)

#### **80/20 preference point system for acquisition of goods or services with Rand value above R30 000.00 up to Rand value equal R50 million**

1. The following formula must be used to calculate the points out of 80 for price in respect of a quotation/tender with a Rand value above R2 000.00 up to R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- 1.1 A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.
- 1.2 The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.
- 1.3 A bidder must submit proof of its compliant B-BBEE status level of contributor in order to claim points for B-BBEE
- 1.4 Failure to submit proof of B-BBEE or compliant B-BBEE status level of contributor with quotation/tender, will lead to a score of zero (0) and not a disqualification
- 1.5 Proof of locality must be submitted in order to claim point(s) for locality
- 1.6 Failure to submit proof of locality with quotation/tender, will lead to a score of zero (0) and not a disqualification
- 1.7 A bidder that score 0 points for B-BBEE and/ or 0 points for locality must be score for price in addition to points for B-BBEE or locality
- 1.8 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tendering scoring the highest points.

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**2. Specific Contract Participation Goals**

- 2.1 the tendering conditions will stipulate the specific goals, as contemplated in section 2(1)d(ii) of the preferential Procurement Act, to be attained
- 2.2 for any tenders a maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), will be allocated for specific goals. These goals are:
  - 2.2.1 Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability
  - 2.2.2 Local labour, and/ or promotion of enterprise located in the municipal area
- 2.3 Regarding paragraph 6.3.1, 50% of the 20/10 points will be allocated to promoting this goal and points will be allocated in terms of the BBEEE scorecard as follows:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points for preference (80/20 system)</b>	<b>Number of points for preference (90/10 system)</b>
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

- 2.4 A bidder must submit proof of its BBEEE status level contributor [scorecard]
- 2.5 A bidder failing to submit proof of BBEEE status level contributor -
  - 2.5.1 may only score in terms of the 80/90-point formula for price; and
  - 2.5.2 scores 0 points for BBEEE status level contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide thereof.

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2.6 Regarding paragraph 6.3.2, 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows:

Locality of supplier	Number of points for locality (80/20)	Number of points for locality (90/10)
Within the boundaries of Free State	4	2
Within the boundaries of Dihlabeng Municipality	6	3
Historically Disadvantaged Individual	10	5

2.7 The policy should not include Pre-qualification goals.

2.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.

2.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.

- (i) may only score in terms of the 80/90-point formula for price; and
- (ii) Scores 0 points for the relevant specific goals where the supplier or service provider did not stipulate locality.

2.10 The preference points scored by a bidder must be added to the points scored for price.

2.11 The points scored must be rounded off to the nearest two decimal places.

2.12 The contract must be awarded to the tenderer scoring the highest procurement points

2.13 (a) If the price offered by a tenderer scoring the highest points is not market related,

the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

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#### **Stage 4: Risk Analysis**

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have –
  - a) Abused the institution's supply chain management system;
  - b) Committed fraud or any other improper conduct in relation to such system;
  - c) Failed to perform on any previous contract.
2. The bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector  
Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied.  
The Database of Restricted Suppliers is available on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.
3. Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)  
The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.
  - a) Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years
  - b) Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract

#### **3.2**

The number of paper copies of the signed Contract to be provided by the Employer is one.

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**DIHLABENG LOCAL MUNICIPALITY**

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**BID DOCUMENT**

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**STANDARD CONDITIONS OF TENDER**

**F.1 General**

**F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

**F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**F.1.3 Interpretation**

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**F.1.5 The employer's right to accept or reject any tender offer**

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

17

**2.....**

**Witness:** Initial .....

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## F.2 Tenderer's obligations

### F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

### F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

### F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

18

2.....

**Witness:** Initial .....

## F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Mack ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data.

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**Bidder:** Initial of authorized signatory/ies **1**.....

**DLM:** Initial.....

19

**2**.....

**Witness:** Initial .....

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

#### F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

#### F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer *elect* to do so.

#### F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

20

2.....

**Witness:** Initial .....

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit to the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

2.....

**Witness:** Initial .....

2.....

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

#### F.3.6 Nondisclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

#### F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender;
- b) has been properly and fully completed and signed, and;
- c) is responsive to the other requirements of the tender documents;

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- d) Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

22

2.....

**Witness:** Initial .....

### F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### F.3.11 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### F.3.12 Acceptance of tender offer

F.3.12.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.12.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### F.3.13 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

23

2.....

**Witness:** Initial .....

**F.3.14. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

**F.3.16 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

2.....

**Witness:** Initial .....

24

## DIHLABENG LOCAL MUNICIPALITY

**CONTRACT NUMBER: FIN004/2023B**

### TERMS OF REFERENCE

#### 1. INTRODUCTION

Dihlabeng Local Municipality has a municipal fleet of machinery and vehicles to fulfil its mandate.

#### 2. DEFINITION

The purpose of the tender is for a service provider for on-site and off-site management of fuel and lubricants to five units of Dihlabeng Local Municipality on an as and when required basis for a period of three (3) years with effect from date of award.

#### 3. HEALTH AND SAFETY PLAN

Service providers must comply with health & safety act environmental control act for the duration of the tender as prescribed in the Occupational Health and Safety Act. **The successful service provider must submit a signed off health & safety plan which include all the depots.**

#### 4. SUPPLY AND DELIVERY

Delivery of fuel must take place within five (5) working days after submission of the order.

#### 5. SPECIAL CONDITION

a) The service provider should fully comply with the following Acts and Regulations:

- Petroleum Products Act 120 of 1977
- Petroleum Products Amendment Act No 58 of 2003
- Petroleum Products Amendment Act No 2 of 2005
- Regulations regarding petroleum products wholesale licenses as per Government Gazette No 28665 dated 27 March 2006
- Occupational Health & Safety Act on regulation, 85 of 1993 Major Hazard Regulation Section 3 (1) read with section 5 (1) and 5 (5) (a).
- National Environmental Management Act (NEMA), 1998, Listed Activities under notice 1 R166 of the Act, including regulation 1R; section 24(4) (a); section 24(2) (a) or (b).
- Environment Conservation Act, 1989 (Act No. 73 of 1989), section 21 (Government Notice No. R.1182).
- The storage of fuel which is considered dangerous goods triggers Activity 14 of Listing Notice 1 (Government Notice No. 327 of 07 April 2017) which states that "The development and related operation of facilities or infrastructure, for the storage, or for the storage and handling, of a dangerous good, where such storage occurs in containers with a combined capacity of 80 cubic metres or more but not exceeding 500 cubic metres.". Accordingly Environmental Authorisation to lawfully continue with the activity in terms of the National Environmental Management Act 107 of 1998 (as amended) is required."

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

25

2.....

**Witness:** Initial .....

- 7.1 The service provider must be able to supply fuel at short notice should the need arise (within 48 hours after an order has been issued). If the service provider for any reason cannot supply the requested fuel within the required timeframe, Dihlabeng Local Municipality reserves the right, without prejudicing any of Council's rights, to buy from another supplier until the approved service provider will be able to supply.
- 7.2 Risk in and to items to be delivered by the successful service provider shall pass to the municipality only once the items have been delivered in good and proper order to the municipality and delivery had been accepted in writing by a duly authorized person acting on behalf of the municipality.
- 7.3 All materials offered in terms of this tender shall comply with the latest relevant Codes of the Petroleum Products Act (Act No. 120 of 1977) issued by the Department of Mineral Resources and Energy South Africa and (SANS) South African National Standards specifications.
- 7.4 Service provider must supply compliance certificates with each delivery in respect of specified items to determine whether these comply with the relevant SABS Codes. The municipality reserves the right to test the goods at any time and should the tests fail to meet the specification, the service provider will be liable to remove, at his cost, all defective items that may have been delivered and will also be liable for replacement items as well as the cost of delivery thereof in compliance with his obligations in terms thereof.
- 7.5 The service provider must be in possession of a valid license issued by the Gas Regulator for the supply of fuel. This certificate in the name of the service provider must be attached to this tender.
- 7.6 Service provider must provide proof of his business location (municipal account) which can be inspected at any time during the term of this contract by an official of the Dihlabeng Local Municipality.
- 7.7 The service provider shall not be entitled to cede or assign any of its rights or delegate any of its obligations or duties, nor any part of thereof acquired without the written consent of the municipality.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

26

2.....

**Witness:** Initial .....

**DIHLABENG LOCAL MUNICIPALITY**

**CONTRACT NUMBER: FIN004/2023B**

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

**BID DOCUMENT**

**LIST OF RETURNABLE DOCUMENTS**

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

1.1	Schedule 1	: Resolution of Board of Directors
1.2	Schedule 2	: Resolution of Board of Directors to enter into consortia or JV's
1.3	Schedule 3	: Special Resolution of Consortia or JV's
1.4	Schedule 4	: Schedule of proposed sub-contractors
1.5	Schedule 5	: Commitments of Tenderer
1.6	Schedule 6	: Clarification Meeting Attendance Certificate
1.7	Schedule 7	: Compulsory enterprise questionnaire

**2. COMPULSORY MUNICIPAL BID DOCUMENTATION**

2.1	MBD 2	: Tax clearance certificate
2.2	MBD 4	: Declaration of Interest
2.3	MBD 6.1	: Preference Certificate
2.4	MBD 7.2	: Contract form-rendering of services
2.5	MBD 8	: Declaration of bidder's past supply chain management practices
2.6	MBD 9	: Certificate of Independent Bid Determination

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

27

2.....

**Witness:** Initial .....

## SCHEDULE 1

### RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

Held at \_\_\_\_\_ (*place*)

On \_\_\_\_\_ (*date*)

**RESOLVED that:**

The Enterprise submits a Bid / Tender to Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

**CONTRACT NUMBER: FIN004/2023**

1. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: : \_\_\_\_\_ (*Position in the Enterprise*)

and who will sign as follows: : \_\_\_\_\_

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
5			
6			

- Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

28

2.....

**Witness:** Initial .....

## **SCHEDULE 2**

### **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

---

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

---

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

2. to Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**
3. **CONTRACT NUMBER: FIN004/2023B**

4. \*Mr/Mrs/Ms:

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the*

*Enterprise) and who will sign as follows: \_\_\_\_\_*

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

5. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

29

2.....

**Witness:** Initial .....

6. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_ (code)

Fax number : \_\_\_\_\_ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

30

2.....

**Witness:** Initial .....

**SCHEDULE 3:**

**SPECIAL RESOLUTION OF CONSORCIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture*)

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (*place*)

On \_\_\_\_\_ (*date*)

**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

31

2.....

**Witness:** Initial .....

A. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the  
Enterprise) and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address : \_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_ (code)

Fax number : \_\_\_\_\_ (code)

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

32

2.....

**Witness:** Initial .....

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

33

2.....

**Witness:** Initial .....

#### SCHEDULE 4

#### SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed sub-contractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with sub-contractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>
<b>Name of organization:</b>			

**Bidder:** Initial of authorized signatory/ies **1**.....

**DLM:** Initial.....

34

**2**.....

**Witness:** Initial .....

**SCHEDULE 5**

**COMMITMENTS OF TENDERER**

**LIST OF RELATED ENGAGEMENT CURRENTLY INVOLVED WITH:**

<b>Organizations</b>		<b>Reference / Contact person</b>	<b>Contact Tel. No.</b>	<b>Contract amount</b>	<b>Contract period</b>	<b>Start Date</b>	<b>Scheduled date of completion</b>
1							
2							
3							
4							
5							

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

34

2.....

**Witness:** Initial .....

## **SCHEDULE 6**

### **CLARIFICATION MEETING ATTENDANCE CERTIFICATE**

This is to certify that I, \_\_\_\_\_ representing \_\_\_\_\_ in the company of \_\_\_\_\_ attended the clarification meeting on appointment of a service provider to supply and deliver bulk fuel and maintenance of fuel storage tanks to the four (4) depots within Dihlabeng Local Municipality for a period of 3 years.

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Municipal Representative	Signature	Date

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

35

2.....

**Witness:** Initial .....

## **SCHEDULE 7**

### **COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

#### **Section 1: Name of enterprise:**

.....

#### **Section 2: VAT registration number, if any:**

.....

#### **Section 3: Particulars of sole proprietors and partners in partnerships**


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

#### **Section 4: Particulars of companies and close corporations**

Company registration number

.....

Close corporation number

.....

Tax reference number

.....

#### **Section 5: Record in the service of the state**

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

	A member of any municipal council	A employee of any provincial department, national or provincial public entry or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
	A member of any provincial legislation	A member of an accounting authority of any national or provincial public entity

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

36

**2.....**

**Witness:** Initial .....

	A member of the National Assembly or the National Council of Province		A employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		An official of any municipality or municipal entity

**If any of the above boxes are marked, disclose the following:**

<b>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</b>	<b>Name of institution, public office, board or organ of state and position held</b>	<b>Status of service</b>	
		<b>Current</b>	<b>Within last 12 months</b>

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

37

2.....

**Witness:** Initial .....

## Section 6: Records of spouses, children and parents in the service of the state

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

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

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

\* insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

38

2.....

**Witness:** Initial .....

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Name : \_\_\_\_\_ Position : \_\_\_\_\_

Enterprise: \_\_\_\_\_

**Bidder:** Initial of authorized signatory/ies **1**.....

**DLM:** Initial.....

39

**2**.....

**Witness:** Initial .....

## **MBD 2: TAX CLEARANCE CERTIFICATE**

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Form TCC 001 is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. Valid Tax Clearance reference number and tax compliance status pin must be submitted together with the bid. Failure to submit Tax Clearance reference number and tax compliance status pin will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
  - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
  - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

40

**2.....**

**Witness:** Initial .....

## **DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

**3.6 Are you presently in the service of the state\*** **YES / NO**

### 3.6.1 If so, furnish particulars.

.....

**3.7** Have you been in the service of the state for the past twelve months?

### 3.7.1 If so, 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.

**Bidder:** Initial of authorized signatory/ies 1.....

## DLM: Initial.....

41

2

**Witness:** Initial .....  
.....

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

### 3.8.1 If so, furnish particulars.

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

### 3.9.1 If so, furnish particulars

3.10 Are any of the company's directors, managers, principal Shareholders or stakeholders in service of the state? **YES / NO**

### 3.10.1 If so, furnish particulars.

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

### 3.11.1 If so, furnish particulars.

**Bidder:** Initial of authorized signatory/ies 1.....

## DLM: Initial.....

42

2.....

**Witness:** Initial .....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Bidder:** Initial of authorized signatory/ies **1**.....

**DLM:** Initial.....

43

**2**.....

**Witness:** Initial .....

**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?	* <b>YES / NO</b>
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?	* <b>YES / NO</b>
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:  .....  .....  .....	
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?	* <b>YES / NO</b>
3.1	If yes, provide 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?	* <b>YES / NO</b>
4.1	If yes, provide particulars:  .....  .....  .....	

\* Delete which is not applicable

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

44

**2.....**

**Witness:** Initial .....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Bidder:** Initial of authorized signatory/ies **1**.....

**DLM:** Initial.....

45

**2**.....

**Witness:** Initial .....

MBD 6.1

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

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

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

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

46

**2.....**

**Witness:** Initial .....

**To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.4 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.
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

**“Historically Disadvantaged Individual” (HDI)** is defined as a South African citizen

—

- 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the interim Constitution”), and/or
- 2) who is a woman, and/or
- 3) who has a disability With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI.

**“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;

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“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
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

47

**2.....**

**Witness:** Initial .....

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### **3.1. POINTS AWARDED FOR PRICE**

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

48

2.....

**Witness:** Initial .....

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

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

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

A	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State		4		
Within the boundaries of Dihlabeng municipality		6		
Historically Disadvantaged Individual		10		

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

49

2.....

**Witness:** Initial .....

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

50

**2.....**

**Witness:** Initial .....

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

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

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

**Bidder:** Initial of authorized signatory/ies **1**.....

**DLM:** Initial.....

51

**2**.....

**Witness:** Initial .....

## 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: FIN004/2023B at the price/s quoted. My offer(s) remain(s) 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 fulfillment 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.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

52

**2.....**

**Witness:** Initial .....

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

53

2.....

**Witness:** Initial .....

## 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)

7. 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 .
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) 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 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. 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.
10. 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.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

54

**2.....**

**Witness:** Initial .....

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

NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....  
DATE .....

WITNESSES

1 .....  
.....  
2 .....

**Bidder:** Initial of authorized signatory/ies **1**.....

**DLM:** Initial.....

55

**2**.....

**Witness:** Initial .....

## CONTRACT FORM - RENDERING OF SERVICES

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

1. I, ..... in my capacity as ..... accept your bid under Bid 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 PRODUCTIVENESS AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

56

2.....

**Witness:** Initial .....

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

57

**2.....**

**Witness:** Initial .....

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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**

**Bidder:** Initial of authorized signatory/ies **1**.....

**DLM:** Initial.....

58

**2**.....

**Witness:** Initial .....

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

59

**2.....**

**Witness:** Initial .....

**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.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

60

**2.....**

**Witness:** Initial .....

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

61

**2.....**

**Witness:** Initial .....

**DIHLABENG LOCAL MUNICIPALITY**

**CONTRACT NUMBER :**

**FIN004/2023B**

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

BID DOCUMENT

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**FORM OF OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

**CONTRACT NUMBER: FIN004/2023B**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:**

**MBD 3.1:**

..... (Amount in words);

R..... (Amount in figures)

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

62

**2.....**

**Witness:** Initial .....

**Signature Block: Tenderer**

Signature ..... Date .....

Name .....

Capacity .....

Name of Organization .....

Address of Organization .....

Signature of Witness ..... Date .....

Name of witness .....

**\* Bidders have to complete the total of prices in words as well as in figures****FORM OF ACCEPTANCE**

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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

**Bidder:** Initial of authorized signatory/ies 1.....**DLM:** Initial.....

63

**2.....****Witness:** Initial .....

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

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

**Signature Block: Employer**

Signature ..... Date .....

Name.....

Capacity.....

**for the Employer** Dihlabeng Local Municipality  
P.O. Box 551  
Bethlehem  
9700

Signature of Witness ..... Date .....

Name of Witness.....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

64

2.....

**Witness:** Initial .....

## **SCHEDULE OF DEVIATIONS**

1. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

2. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

4. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

4. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

65

2.....

**Witness:** Initial .....

**DIHLABENG LOCAL MUNICIPALITY**

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

CONTRACT NUMBER: FIN004/2023B

BID DOCUMENT

C1.2 CONTRACT DATA

**PART 1: DATA PROVIDED BY THE EMPLOYER**

- a)** The Employer is **Dihlabeng Local Municipality**
- b)** The authorized and designated representative of the Employer is  
MR Charboly Maile
- c)** The address for receipt of communications is:  
  
Address : No. 9 Muller Street East  
P.O. Box 551  
Bethlehem  
9700  
Tel. No. 058 303 5732  
Fax No. 058 303 4703  
E-mail :
- d)** The Project is: **APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**
- e)** The Period of Performance commences on the date of signature of the Form of Acceptance.
- f)** The location for the performance of the Project is **the Municipal area of Dihlabeng.**
- g)** The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

66

**2.....**

**Witness:** Initial .....

- h) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
  - i) Appointing Subcontractors for the performance of any part of the Services,
  - ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.
- j) Copyright of documents prepared for the Project shall be vested with the Employer.
- k) Interim settlement of disputes is to be by mediation
- l) Final settlement is by litigation
- m) In the event that the parties fail to agree on a mediator, the mediator is nominated by the South African Local Government Association (SALGA)
- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

67

2.....

**Witness:** Initial .....

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

The Service Provider is: \_\_\_\_\_

Address : \_\_\_\_\_

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---

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Telephone : \_\_\_\_\_

Facsimile : \_\_\_\_\_

The authorized and designated representative of the Service Provider is:

Name : \_\_\_\_\_

The address for receipt of communications is:

Address : \_\_\_\_\_

---

---

---

Telephone : \_\_\_\_\_

Facsimile : \_\_\_\_\_

Email : \_\_\_\_\_

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

68

2.....

**Witness:** Initial .....

**DIHLABENG LOCAL MUNICIPALITY**

**CONTRACT NO :FIN004/2023B**

**APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.**

**BID DOCUMENT**

**C2: PRICING SCHEDULE**

**C2.1: PRICING INSTRUCTIONS**

- a) These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
- b) The Pricing Schedule shall be read with all the documents which form part of this Contract.
- c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Rate	The payment per unit of work at which the tenderer tenders to do the work.

- d) The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

69

**2.....**

**Witness:** Initial .....

**SCHEDULE OF QUANTITIES, PRICING AND DELIVERY SCHEDULE (ON-SITE & OFF-SITE)****C2.2****PRICING AND DELIVERY SCHEDULE (ON-SITE & OFF-SITE)****(Each page of the pricing schedule must be signed, if not the bid will be disqualified)**

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

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

**(Abbreviations)**

The following abbreviations shall bear the meaning assigned to them:

- LRP – Lead Replacement Petrol
- ULP – Unleaded Petrol
- 50ppm – diesel with a sulphur content not exceeding 0.005%
- Odo – Odometer reading on the speedometer of the vehicle
- On-site – Municipal Bowsers
- Off-site – Tenderer’s Depot / Service Station Facility
- ATG - Automatic tank gauge
- SCC - Special Conditions of Contract.
- GCC - General Conditions of Contract

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

70

**2**.....

**Witness:** Initial .....

**PRICING AND DELIVERY SCHEDULE (ON-SITE & OFF-SITE)**

**Items must comply with minimum specifications as specified**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>TENDER UNIT</b>	<b>DELIVERED PRICE VARIATION (Cents) FROM PRESCRIBED GOVERNMENT ANNOUNCED PRICE PER LITRE</b>	<b>DELIVERY UNIT</b>	<b>BRAND NAME</b>	<b>DELIVERY PERIOD (Hours)</b>
1	Supply and delivery of 50 ppm Diesel fuel (not exceeding 0.005% sulphur)	One litre		Bulk to Bowsers (on-site) and off-site		
2	Supply and delivery of <b><u>95 ULP</u></b>	One litre		Bulk to Bowsers (on-site) and off-site		

Tender price in cents per litre by means of the variation (+or -) from the Government announced wholesale price.

PLEASE INDICATE CLEARLY + OR - FOLLOWED BY THE TENDER VARIATION PRICE IN CENTS PER LITRE IN THE PRICING SCHEDULE.

THE GOVERNMENT WHOLESALE PRICE + OR - THE VARIATION FOR THE AREA (DIHLABENG - BETHLEHEM) AT CLOSING DATE OF TENDER WILL BE USED FOR EVALUATION PURPOSES.

THE VARIATION WILL BE ADDED OR SUBTRACTED FROM THE WHOLESALE PRICE AT TENDER CLOSURE FOR EVALUATION TOTAL DELIVERY IS IN DIHLABENG LOCAL MUNICIPALITY (BETHLEHEM, ROSENDAL, PAUL-ROUX, CLARENS AND FOURIESBURG)

All delivery charges must be included in the tender price. No additional delivery charges will be accepted.

The Municipality reserves the right to order minimum quantities as per specifications

The tender variation price shall remain fixed for the entire duration of the contract

Take note that the tender price variation will be applicable for government announced fuel price announcements for the duration of the contract.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

71

**2**.....

**Witness:** Initial .....

**PRICING AND DELIVERY SCHEDULE (ON-SITE & OFF-SITE)**

ITEM NO.	DESCRIPTION	TENDER UNIT	DELIVERED PRICE (R and Cent) PER TENDER UNIT <b>EXCL VAT</b>	REQUIRED DELIVERY UNIT	ACTUAL LITRES PER CONTAINER	BRAND NAME	DELIVERY PERIOD (Working days)
3	Supply and delivery of 15W40 Engine Oil	One litre		200 – 210 Litre Drums	***		
<b>15% VAT</b>							
<b>Total Price (Including VAT)</b>							

**The exact contents of 200 - 210 litre drums may vary, please note the exact litres per drum delivered in the blank spaces\*\*\*(eg.208 litres)**  
**Tenders will be evaluated per total tender price per item. Incorrect calculations will invalidate the pricing schedule.**  
**All delivery Prices must be included in the tender price. No additional delivery charges will be accepted.**  
**The Municipality reserves the right to order minimum quantities as per specifications**  
**It is compulsory for items to comply with the minimum specifications. Compliance will be verified during evaluation and during delivery.**

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

72

**2**.....

**Witness:** Initial .....

PRICING AND DELIVERY SCHEDULE (ON-SITE & OFF-SITE)							
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ITEM NO	DESCRIPTION	TENDER UNIT	DELIVERED PRICE (FIXED) (R and Cent) PER TENDER UNIT EXCL. VAT	REQUIRED DELIVERY UNIT	ACTUAL LITRES PER CONTAINER Compulsory to complete blank spaces****	BARAND NAME	DELIVERY PERIOD (Working days)
4	Supply and delivery of TWO STROKE OIL	One litre		5 Litre can	5 Litre can		
	Supply and delivery of TWO STROKE OIL	One litre		200ml	200ml		
	Supply and delivery of ATF	One litre		200 - 210 Litre Drums	***		
	Supply and delivery of delivery ATF	One litre		20 Litre Drums	20 Litre Drums		
	Supply and delivery of Hydraulic OIL (68)	One litre		200 - 210 Litre Drums	***		
	Supply and delivery of Gear Oil (80W90)	One litre		200 - 210 Litre Drums	***		
	Supply and delivery of Gear Oil (85W140)	One litre		200 - 210 Litre Drums	***		
	Supply and delivery of Transformer Oil	One litre		200 - 210 Litre Drums	***		
	Supply and delivery of Grease	One kilogram		15kg drums	15kg drums		

\*\*\*\* Item 4 continue on the next page

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

73

**2**.....

**Witness:** Initial .....

ITEM NO. (Continued)	DESCRIPTION	TENDER UNIT	DELIVERED PRICE (FIXED) (R and cent) PER TENDER UNIT EXCL.VAT	REQUIRED DELIVERY UNIT	ACTUAL LITRES PER CONTAINER Compulsory to complete blank spaces***	BRAND NAME	DELIVERY PERIOD (Working days)
<b>4 (continued)</b>	supply and delivery of Grease	One kilogram		50kg drums	50kg drums		
	Supply and delivery of Brake Fluid	500ml		500ml	500ml		
	Supply and delivery of Brake Fluid	One litre		20 litre drums	20 litre drums		
	Supply and delivery of Anti-Freeze	One litre		One litre Bottle	One litre bottle		
	Supply and delivery of Anti-Freeze	One litre		20 Litre Drums	20 litre drums		
<b>TOTAL TENDER PRICE (EXCLUDING VAT)</b>							
<b>15% VAT</b>							
<b>Total Price (Including VAT)</b>							

**The exact contents of 200 – 210 litre drums may vary, please note the exact litres per drum delivered in the blank spaces \*\*\* (eg. 208 litres)**

**Tenders will be evaluated per total tender price per item. Incorrect calculations will invalidate the pricing schedule.**

**It is compulsory to tender on all sub sections/products/lines per item adding to the total price.**

**All delivery prices must be included in the tender price. No additional delivery charges will be accepted.**

**The Municipality reserves the right to order minimum quantities as per specifications. It is compulsory for items to comply with the minimum specifications. Compliance will be verified during evaluation and during delivery.**

**Bidder:** Initial of authorized signatory/ies 1.....

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**1.1 General****APPOINTMENT OF A SERVICE PROVIDER FOR ON-SITE AND OFF-SITE MANAGEMENT OF FUEL AND LUBRICANTS TO FIVE UNITS OF DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS WITH EFFECT FROM DATE OF AWARD.****1.2 Maintenance**

- 1.2.1 The service provider may as and when required, to install, maintain, service and recalibrate all electronic fuel management equipment fitted in all Municipal on-site fuel facilities.
- 1.2.2 The service provider may have to install automatic tank gauges in all Municipal on-site fuel facilities. An automatic tank gauge (ATG) is an electronic device, whose basic function is to monitor the fuel level in the tank over a period of time to see if the tank is leaking and detect if there is any water in the fuel
- 1.2.3 All petrol / diesel pumps and automatic tank gauges must be maintained or upgraded regularly.
- 1.2.4 Replacement of fuel dipsticks must be supplied by the service provider on request.
- 1.2.5 All the replacements, repairs and maintenance of fuel storage tanks and related services will be carried out at an agreed cost between Municipality and the service provider.
- 1.2.6 The service provider shall provide a technician who will check and repair the fuel management system within 24 hours of request.
- 1.2.7 The service provider is required to train Dihlabeng Local Municipality's staff on installing, de-installing, reinstalling, inspecting, testing, calibrating, commissioning, servicing, maintenance and repairs of automated fuel equipment and devices.

**1.3 Supply of Fuel****1.3.1 On-site Fuel Management (Bowsers)**

- 1.3.1.1 The service provider is required at all times and during contract period to comply with various applicable Legislations regulating petroleum products, such as Petroleum Products Act (Act No. 120 of 1977), National Energy Act (Act No. 34 of 2008) and National Road Traffic Act (Act No. 93 of 1996) and Hazardous Substance Act (Act No. 15 1973).
- 1.3.1.2 The service provider will be required to supply, deliver and offload Fuel, both Unleaded Petrol 95 Octane and Diesel 50 PPM into Dihlabeng Local Municipality's On-Site bowsers as located in all Units (Five Towns).
- 1.3.1.3 On-site Bowsers are underground and above ground in tanks and situated within the Dihlabeng Local Municipality.
- 1.3.1.4 The current tanks and equipment are owned by the Municipality and the service provider may be requested to upgrade all tanks and equipment to the latest industry standard.
- 1.3.1.5 The service provider may be required to supply fuel dipsticks and water detecting paste as and when required.

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1.3.1.6 The service provider is required to comply with OHS, Fire and all other applicable aux regulations and bylaws of on-site bowsers and equipment at no cost to the Dihlabeng Local Municipality.

**NB:** Ownership of any additional on-site or home bowser and equipment installed must be transferred at conclusion or termination of contract at no cost to Dihlabeng Local Municipality.

1.3.2 Off-site Fuel Management (Depot / Service Station)

1.3.2.1 The service provider is required to provide automated off-site fuelling at the tendered price, within the Magisterial District of Dihlabeng.

1.3.2.2 The service provider will be required as per directive of Fleet Manager to supply from company's depot or service station, automated off-site fuelling in the form of Unleaded Petrol 95 Octane and Diesel 50 PPM.

1.3.2.3 The service provider is to provide off-site local support for all off-site and automated fuelling process, this must be a 24-hour, 7 day a week service.

1.3.2.4 The service provider is required to provide a dedicated project manager for implementation project.

1.3.2.5 The service provider is required to provide and maintain a user-friendly off-site fuel management reporting system which enables the Dihlabeng Local Municipality's Fleet Manager to manage their fuel usage effectively.

1.3.2.6 The service provider is to ensure that fuel management system is capable of recording the following data electronically:

- Vehicle or Plant identification.
- Cost Centre (This means the business unit of the Municipality such as Department, Section or Unit, to which fleet is located.
- Type of fuel dispensed.
- Volume of fuel dispensed.
- Total cost of transaction.
- Time and date of transaction.
- Transaction voucher number.
- Depot or Fuel Station identity and pump number.
- Accurate odometer or hour readings of the vehicle or plant as requested and authorized.

**NB:** It is compulsory to attach a valid, settled municipal account / lease agreement for the depot or fuel station in the name of the tenderer. As such, the bidder (service provider) must submit with their tender an annexure that clearly state the name and physical address of an off-site facility depot or service station in the Magisterial District of Dihlabeng as demarcated by the Department of Mineral Resources and Energy, South Africa.

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**Witness:** Initial .....

## 1.4 On-site Management of Fuel and Lubricants

### 1.4.1 Supply and delivery of Oils, Lubricants, Anti-freeze and Brake Fluid (15w40 engine oil)

- 1.4.1.1 The service provider will be required to provide 15w40 oil lubricant to the Municipality in capacity of **200 - 210 litre drums**, depending on the content of the brand.
- 1.4.1.2 The service provider will accordingly notify and negotiate new grades of oil for new vehicle model, with the Municipality.
- 1.4.1.3 The service provider is required to provide the ISO / SANS / ILBA compliance certificate from the blending plant
- 1.4.1.4 The service provider is required to provide documentary proof on an official blending Plant letter head confirming the use of Virgin oil and virgin additives per delivery.
- 1.4.1.5 The service provider must provide original manufacturer's specification sheets of all products confirming the minimum specifications for the product (15w40 engine oil).

**NB:** It is compulsory that all specifications comply with the minimum requirements in the specifications. The service provider must clearly indicate on acceptance order form or quotation the product of which the specifications are for

### 1.4.2 Supply and delivery of Oils, Lubricants, Anti-freeze and Brake Fluid (As per products in 1.4.2.5)

- 1.4.2.1 The service provider will be required to provide 15w40 oil lubricant to the Municipality in capacity (as stated in the pricing and delivery schedule), depending on the content of the brand.
- 1.4.2.2 The service provider will accordingly notify and negotiate new grades of oil for new vehicle model, with the Municipality.
- 1.4.2.3 The service provider is required to provide the ISO / SANS / ILBA compliance certificate from the blending plant.
- 1.4.2.4 The service provider to provide documentary proof on an official blending Plant letter head confirming the use of Virgin oil and virgin additives.
- 1.4.2.5 Original Manufacturer's specification sheets of all products confirming the minimum specifications for:
  - 1.4.2.5.1 ATF
  - 1.4.2.5.2 TWO STROKE OIL
  - 1.4.2.5.3 HYDRAULIC OIL
  - 1.4.2.5.4 80W90 GEAR OIL
  - 1.4.2.5.5 85W140 GEAR OIL
  - 1.4.2.5.6 TRANSFORMER OIL
  - 1.4.2.5.7 BRAKE FLUID DOT 4
  - 1.4.2.5.8 GREASE
  - 1.4.2.5.9 ANTI-FREEZE

**NB:** It is compulsory to attach specifications for all 9 line items. It is compulsory that all specifications comply to the minimum requirements in the specifications

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**Witness:** Initial .....

## **1.5      Incidental services**

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

- 1.5.1.1 Performance or supervision n o f on-site assembly and /or commissioning of the supplied goods;
- 1.5.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 1.5.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 1.5.1.4 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;
- 1.5.1.5 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.

1.5.2 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.

## **1.6      Warranty**

1.6.1 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.

1.6.2 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.

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

1.6.4 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.

1.6.4 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.

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**Witness:** Initial .....