



uMLALAZI MUNICIPALITY

TENDER NO. : KZN ULM 37/25/26

TENDER DOCUMENT FOR:

SUPPLY OF AUTO CARDS (FUEL, OIL AND TOLL) AND VEHICLE MAINTENANCE SERVICES FOR THE PERIOD OF TWO YEARS

CLOSING DATE: 12 JUNE 2026 AT 12:00

COMPILED BY: Finance Department Hutchinson Street, ESHOWE, 3815	SCM OFFICES ADDRESS KV Challenor Street (Industrial Areas) ESHOWE, 3815
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SERVICE PROVIDER'S DETAILS:

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	

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1. NOTICE



UMLALAZI MUNICIPALITY

Notice No. 59/25/26

Tenderers are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with uMlalazi Supply Chain Management Policy to undertake the following:-

TENDER DESCRIPTION	TENDER NUMBER	COMPULSORY BRIEFING SESSION DETAILS	CLOSING DATE AND TIME	FUNCTIONALITY
Supply of Auto Cards (Fuel, Oil and Toll) and Vehicle Maintenance Services for the period of Twenty-Four Months.	KZN ULM 37/25/26	27 May 2026 at 11 KV Challenor Street, Eshowe at 10h00	12 June 2026 at 11 KV Challenor Street, Eshowe at 12h00	<ul style="list-style-type: none">• Experience of the bidder = 25• Online /telephonic reporting and self-service system = 10• Staff Complement and organogram = 15• Methodology =10

ELIGIBILITY TO TENDER

Only credit provider companies registered and in good standing with National Credit Regulator or any other recognized South African Credit Regulatory Bodies or Third-Party companies with active contractual relationship with registered entities.

Sealed tenders endorsed **tender number and description** must reach the Municipal Manager, uMlalazi Municipality, and must be hand delivered and placed in the Tender Box at the Municipal Buildings, KV Challenor Street, Eshowe by no later than 12h00 on the above stipulated dates.

This tender will be evaluated based on returnable documents, functionality and price where 80 points will be scored for price and 20 points for specific goals as per stipulated specific goals of this tender in terms of Preferential Procurement Regulations, 2022

Specific Goals: -

NO.	Categories	Weight	80 20
1.	Ownership Goals: <ul style="list-style-type: none">• BBBEE Level 1• BBBEE Level 2	100% 60%	10 6

	<ul style="list-style-type: none"> • BBBEE Level 3 & Below 	20%	2
2.	Reconstruction & Development Programme Goals: <ul style="list-style-type: none"> • Enterprise Located within uMlalazi Municipality • Enterprise Located within District Municipality = 2 • Enterprise Located within the Province = 1 	100% 50% 25%	4 2 1
3.	SMME Development (EME and QSE): <ul style="list-style-type: none"> • EME or QSE which is at least 100% owned by black people • an EME or QSE which is at least 51% owned by black people • an EME or QSE which is at 25% - 50% owned by black people 	100% 50% 25%	4 2 1
4.	Combination of other goals: <ul style="list-style-type: none"> • an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality 	100%	2
		100%	20

Registration on the Councils Database is preferred prior to the submission and closing of the tender. It is the responsibility of the Tenderer to ensure that the Data Base registration documents are received by the Supply Chain Management Office. Further information in this regard can be obtained from the Supply Chain Management Unit on 035 – 473 3300 ext. 3445. Tenderers are requested to register on Central Supplier Database (CSD)

Tender documents are available on E-Tenders Portal at no cost. The purchased tender documents must be collected **at the Municipal offices Financial Services Revenue Section, Hutchinson Street, Eshowe on Monday to Fridays from 08:30 to 14:30. Tender Documents will be available from 13 May 2026 up to 25 May 2026 at a non-refundable cost of R1000.00.** EFT payments will be accepted and must be made on or before 16:00 pm on the last day of purchasing tender document. Payment may be deposited to uMlalazi Municipality as per the following banking details; First National Bank; Account Number 52191090523, Branch 220230, use company name as reference. **Proof of payment will required to receive tender document.**

Compulsory briefing session: Prospective tenderers must ensure that they are present at the briefing session at the stipulated time. Only 15 minutes lenience will be permitted whereafter further participation will be prohibited .

Late tenders, electronic mailed and computer edited or altered tenders will NOT be accepted. Canvassing in the gift of Municipality is strictly prohibited and will lead to disqualification of tenders. Umlalazi Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole/ part of the bid. For further information or clarities contact Miss Londiwe Khoza on 035 473 3319 during normal office hours.

MR. N.N. SHANDU
MUNICIPAL MANAGER
 Display date: 11 May 2026

Definitions

The following terms shall be interpreted as indicated:

- (i) “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- (ii) “**Contract**” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (iii) “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iv) “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (v) “**Countervailing duties**” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (vi) “**Country of origin**” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (vii) “**Day**” means calendar day.
- (viii) “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- (ix) “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
- (x) “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (xi) “**Dumping**” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (xii) “**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable, events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- (xiii) “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (xiv) “**GCC**” means the General Conditions of Contract.
- (xv) “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (xvi) “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (xvii) “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- (xviii) “**Project site,**” where applicable, means the place indicated in bidding documents.
- (xix) “**Municipality or Client**” means the organization purchasing the goods and services.
- (xx) “**Republic**” means the Republic of South Africa.
- (xxi) “**SCC**” means the Special Conditions of Contract.
- (xxii) “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- (xxiii) “**Written**” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- (xxiv) **Certified copy**’ means true and accurate representation of original by an authorized person (Not a copy of a certified copy).

2. INSTRUCTIONS AND CONDITIONS OF TENDER

2.1 ELIGIBILITY TO TENDER

Only credit provider companies registered and in good standing with National Credit Regulator or any other recognized South African Credit Regulatory Bodies or Third-Party companies with active contractual relationship with registered entities.

2.2 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **“SUPPLY OF AUTO CARDS (FUEL, OIL AND TOLL) AND VEHICLE MAINTENANCE SERVICES FOR THE PERIOD OF TWENTY FOUR MONTHS”** must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (industrial Area), by no later than **12:00 pm** on the date as per advert where they will be opened in public. NB: Late tenders, telegraphic or facsimile tenders will not be considered.

2.3 COMPLETION OF TENDER DOCUMENT

- 2.3.1 Tender document must duly completed in very manner and all required returnable documentation must be furnished as specified in this bid.
- 2.3.2 Fraudulent practice will result to disqualification of the bid and any further corrective actions that may be required.
- 2.3.3 All pages allocated signing spaces must be signed.
- 2.3.4 Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the project in accordance with the tender documents.

2.4 AUTHORITY FOR SIGNING

Authority to sign the documents on behalf of the tenderer must be submitted with the tender and remain in force unless replacement submission is made and accepted by the municipality.

2.5 ACCEPTANCE OF TENDERS

- 2.5.1. The Bidder or a competent authorised representative of the Service Provider who submitted the tender has attended the compulsory briefing meeting (if applicable to this tender).
- 2.5.2. The tender offer is signed by a person authorised to sign on behalf of the Bidder.
- 2.5.3. A Bidder who submitted a tender as a Joint Venture if accepted in the bid document, must include an acceptable Joint Venture Agreement in this bid.
- 2.5.4. Acceptance of the tender will not guarantee that the programme, methods and other details will be approved. Municipality may consider reviewing such prior entering into a contract agreement.

- 2.5.5. The Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- 2.5.6. The uMlalazi Municipality will not be held responsible for any cost incurred for submitting this tender.
- 2.5.7. Failure to comply with the foregoing instructions may lead to the tender not being considered.
- 2.5.8. When the bid is accepted, the successful tenderer will be informed and the contract negotiated indicating the financial implications and terms of service will be entered into.
- 2.5.9. **In terms of Section 38 of the Supply Chain Management Policy the Municipality reserves the right to reject any Bid:**
- (i) If any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
- (ii) Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Service Provider that performance was unsatisfactory.
- 2.5.10. Corrupt practices of any kind such as canvassing, gift of Municipality is strictly prohibited and will lead to disqualification of the Proposal.
- 2.5.11. Registration on the Councils Database shall be mandatory to the successful bidder. This will apply on final award of this tender.

2.6 LIST OF RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER

Item	Description	Remark
A.	Proof of purchase of tender document (Applicable to purchased documents only)	Compulsory
B.	Proof of attendance to Compulsory Briefing session	Compulsory
C.	Valid tax clearance certificate (original) valid as at date of tender closing	Compulsory
D.	Company / CC /Trust / Partnership / Registration certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders, Joint Venture Agreement and Power of Attorney in case of Joint Ventures	Compulsory
E.	Proof of registration with CSD	Compulsory
F.	Rates Clearance Certificate	Compulsory
G.	Proof of Workman's Compensation Registration	Compulsory
H.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
I.	Verification documents for Preferential Procurement Points for specific goals (refer to MBD 6.1)	Further evaluation
J.	Declaration of interest	Compulsory
K.	Declaration of Bidders past Supply Chain Management practices	Compulsory
L.	Certificate of Independent Bid Determination	Compulsory

M.	Certificate of authority to sign documents	Compulsory
N.	MBD5 Declaration for procurement above R10 Million (All applicable taxes included)	Compulsory
O.	Audited annual financial statements if offer is above R10 Million	Compulsory
P.	Proof of Registration with National Credit Regulator or any other recognized South African Credit Regulatory Bodies. Or third party/ banking partner letter of support confirming an existing and active contractual relationship, and such letter must include confirmation that the third-party/Banking partner will support the bidder for the full duration of the contract.	Compulsory
Q.	Proof of Public Liability Insurance	Compulsory
R.	Proof of online/telephonic reporting and self-service system	Compulsory
S.	Methodology / approach paper	Compulsory
T.	Record of addenda to tender document	Compulsory
U.	Amendments or qualifications by the tenderer (if applicable)	Compulsory

2.7. EVALUATION METHOD

- a) Eligibility to tender.
- b) Compulsory returnable documents.
- c) Functionality
- d) Price and preferential procurement system as specified in the bid.

2.8. VALIDITY PERIOD

The tender undertakes that bid will be valid for a period of **Ninety (90)** days and that the Tenderer will not retract or change the tender during the period that the uMlalazi Municipality is scrutinizing the acceptance thereof.

2.9. COMPETENCE OF KEY PERSONNEL AND QUALITY

2.9.1. To carry out and complete work the Service Provider shall employ only such person as are careful competent and efficient in their various professions.

2.9.2. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “ no substitution without municipality’s written approval will be allowed”

2.9.3. Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.

2.9.4. LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY

The administrative center of uMlalazi Local Municipality (KZN284) (Eshowe) is situated along the north eastern coast of Kwa Zulu Natal, 140km north east of Durban. Umlalazi municipality is located within King Cetshwayo District. Geographically, the municipal area covers 2 217km²

and consist of 28 electoral wards with dominance of rural wards, and there are 14 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

2.10. INSPECTION

The successful tenderer must be acquainted with uMlalazi Municipality area. Service providers must make his own arrangements to familiarize themselves with area of work.

2.11. AMENDMENTS UPWARD OF TENDERED PRICE

2.11.1. Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Municipality as a reason to amend the said tendered price.

2.11.2. Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

2.12. COST OF TENDER

The Municipality does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer's account.

2.13. ALTERNATIVE

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or documents describing such alternative must be in duplicate.

2.14. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

2.15 OTHER GENERAL TERMS AND CONDITIONS OF THIS BID

2.14.1. Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.

2.14.2. Project personnel requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.

2.14.3. All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.

2.14.4. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the uMlalazi Local Municipality except where duly authorized to do so in writing by the uMlalazi Local Municipality.

2.14.5. Use of contract documents and information;

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

2.14.5.2. The service provider shall not, without the municipality's prior written consent, make use of any document or information mentioned in **2.16.5.1 above**, except for purposes of performing the contract.

2.14.5.3. Any document, other than the contract itself mentioned in **2.16.5.1 above** shall remain the property of the service provider and shall be returned (all copies) to the municipality on completion of the service provider's performance under the contract if so required by the municipality.

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

2.15. CONTRACT AGREEMENT/SERVICE LEVEL AGREEMENT

2.15.1. The successful Service Provider shall sign a Service Level Agreement/ Contract with the Municipality.

2.15.2. The concluded contract agreement must include, termination for default and settlement and dispute resolution and penalty clauses for the contract and any other legalities to ensure effective delivery of services.

2.15.3. The terms and conditions of this bid document shall form part of contractual documents and may be used as evidence in any dispute, read together with service level agreement or in the vent of no contract/service level agreement signed.

3. SPECIFICATIONS AND SCOPE OF WORK

3.1. BACKGROUND

The Municipality invites suitable experienced and qualified service providers to submit bids for the provision of auto cards (fuel, oil and toll) and manage vehicle repairs and maintenance services for the period of twenty-four (24) months. The list of fleet is included in this document.

The Municipality requires an integrated, technology-enabled, and performance-driven fleet management solution to support its service delivery mandate.

3.1. CONTRACT DURATION

The contract period shall be **twenty-four (24)** months, read together with the other relevant clauses in the service level agreement.

3.2. SCOPE OF WORK AND SPECIFICATIONS

The scope of work shall include, but not be limited to, the following components:

3.2.1 Fuel Management Solutions

The Service Provider shall provide a comprehensive, secure, and fully managed fuel solution, incorporating:

- a) Both card-based and electronic (e-fuel) systems
- b) Enabling efficient control
- c) Monitoring, reporting of all fuel, oil, and toll-related expenditure.

3.2.1.1. Card-Based Fuel Management (Fuel, Oil & Toll)

The Service Provider shall:

- a) Provide fuel cards accepted at a national network of service stations and merchants, including fuel, oil, and toll transactions
- b) Ensure compliance with all applicable legislative and regulatory frameworks governing payment systems and fuel card solutions.
- c) Implement transaction controls, including:
 - i) Vehicle and/or driver-linked cards.
 - ii) Daily, monthly, and transaction limits
 - iii) Product restrictions (fuel, oil, tolls only).
- d) Provide real-time or near real-time transaction monitoring and reporting, including:

- i) Date, time, merchant, litres, price, and odometer readings.
 - ii) Exception reporting (over-fuelling, abnormal consumption, duplicate transactions).
- e) Implement fraud detection and prevention mechanisms, including alerts and blocking capabilities.
- f) Provide centralised billing and reconciliation, including:
 - i) Consolidated invoicing.
 - ii) Cost allocation per vehicle, department, and cost centre.
- g) Facilitate integration with the Municipality's financial and fleet management systems, where required

3.2.1.2. E-Fuel Management Solutions (Fuel, Oil & e-Toll)

The Service Provider shall:

- a) Provide a fully electronic, cashless fuel management solution, including e-tags, mobile or biometric-enabled solutions where applicable.
- b) Enable automated vehicle identification and transaction validation.
- c) Provide e-toll management services, including:
 - i) Tag provisioning
 - ii) Transaction processing
 - iii) Consolidated reporting and billing
- d) Ensure enhanced security and control, including:
 - i) Elimination of card misuse
 - ii) Driver/vehicle authentication
- e) Provide advanced analytics and reporting, including:
 - i) Consumption trends
 - ii) Cost analysis
 - iii) Exception reporting

3.2.1.3. Fuel Management Controls and Reporting

The Service Provider shall:

- a) Implement fuel consumption benchmarks per vehicle category
- b) Monitor and report on:
 - i) Fuel efficiency
 - ii) Excess consumption
 - iii) Irregular usage patterns
- c) Provide:
 - i) Daily, monthly, and ad-hoc reports
 - ii) Trend analysis and cost-saving recommendations
- d) Ensure audit trails for all transactions

3.2.2 Managed Maintenance Services (Municipal Owned Fleet)

The Service Provider shall provide a fully managed, end-to-end maintenance solution for Municipality-owned vehicles, ensuring optimal vehicle operation and performance, safety, compliance, and cost control.

3.2.2.1 Vehicle Maintenance Management

The Service Provider shall:

- a) Register all vehicles on a fleet management system
- b) Provide both:
 - i) Planned (preventative) maintenance
 - ii) Unplanned (corrective) maintenance
- c) Ensure all vehicles' maintenance is carried out in accordance with:
 - i) Original Equipment Manufacturer (OEM) specifications.
 - ii) Industry best practices
- d) Proactive schedule servicing, based on:
 - i) Mileage
 - ii) Usage patterns

- iii) Manufacturer requirements

3.2.2.1.1 Vehicle Maintenance Authorization and Cost Control

The Service Provider shall:

- a) Obtain and scrutinise quotations cost effectiveness from approved service providers.
- b) Ensure market-related pricing and cost competitiveness.
- c) Implement authorisation protocols prior to any work being undertaken.
- d) Provide transparent, auditable approval processes

3.2.2.1.2 Supplier Network Management

The Service Provider shall:

- a) Maintain access to a national or regional network of approved maintenance providers, including:
 - i) OEM-approved workshops
 - ii) Independent service providers
 - iii) Tyre suppliers and battery centres
- b) Ensure:
 - i) Quality of workmanship
 - ii) Compliance with standards
 - iii) Turnaround times

3.2.2.1.3 Maintenance Records and Reporting

The Service Provider shall:

- a) Maintain detailed maintenance records per vehicle, including:
 - i) Service history
 - ii) Repairs undertaken
 - iii) Costs incurred
 - iv) Odometer readings
- b) Provide:
 - i) Monthly maintenance reports
 - ii) Exception reports (repeat failures, abnormal costs)
 - iii) Lifecycle cost analysis

3.2.2.1.4 Warranty and Claims Management

The Service Provider shall:

- a) Manage all OEM warranties and service plans
- b) Process and administer warranty claims on behalf of the Municipality
- c) Ensure that the Municipality benefits from all applicable manufacturer support

3.2.2.1.5 Roadside Assistance and Breakdown Management

The Service Provider shall:

- a) Provide 24 hour roadside assistance services on any calendar day.
- b) Ensure:
 - i) Rapid response times
 - ii) Towing and recovery services
 - iii) Continuous communication until resolution

3.2.2.1.6 Availability and Downtime Management

The Service Provider shall:

- a) Implement measures to ensure high levels of vehicle availability.
- b) Monitor and report on:
 - i) Vehicle downtime
 - ii) Turnaround times for repairs.
- c) Provide interventions to minimise downtime, including:
 - i) Priority servicing
 - ii) Replacement / relief vehicles (where applicable)

3.2.2.1.7 Systems, Technology and Reporting

The Service Provider shall:

- a) Provide a Fleet Management Information System (FMIS) capable of:
 - i) Managing maintenance

- ii) Tracking costs
 - iii) Generating reports
- b) Ensure:
- i) Integration capability with municipal systems
 - ii) Secure data management
 - iii) Real-time or near real-time reporting

3.2.2.1.8 Compliance and Governance

The Service Provider shall:

- a) Ensure compliance with:
 - i) Occupational Health and Safety requirements
 - ii) Environmental regulations
 - iii) Road traffic legislation
- b) Maintain:
 - i) Full audit trails
 - ii) Transparent reporting
 - iii) Governance-aligned processes in line with MFMA principle

3.2.3 THE CURRENT LIST OF FLEET TO BE MAINTAINED IS AS FOLLOWS:

No	Make	Model	License Number	VIN NUMBER	Fuel, OIL & Toll	Maintanance	Fuel Card estimated limit (R)
1	BULL	HD76 BACKHOE LOADER	BB70WFZN	BCEHD760CBHL02883	No	Yes	-
2	TRAILER	BOWSER DIESEL TRAILER	BD06ZYZN	AA9H401MPBWUG2716	Yes		180 000,00
3	ISUZU	NMR250	BD69MLZN	ADMNM85HCBN711896	Yes	Yes	12 000,00
4	UD TRUCKS	QUESTER GWE440 (E54)	BD76BYZN	JPCZM70D2P5823695	Yes	Yes	15 000,00
5	TOYOTA	COROLLA 1.6I	BF07DPZN	AHTLB52E103136331	Yes	Yes	8 000,00
6	TOYOTA	COROLLA 1.6I	BF07FYZN	AHTLB52E903136917	Yes	Yes	8 000,00
7	NISSAN	HARDBODY NP300 2.4	BF07JVZN	ADNALGD22ZR073305	Yes	Yes	6 000,00
8	CHEVROLET	AVEO 1.6	BF07KPZN	KL1TJ5C67EB539354	Yes	Yes	
9	MASSEY FERGUSON	MF405	BF07LJZN	ABYMF440CCB4WD006	Yes	Yes	7 000,00
10	FORD	RANGER 2.2	BF07LZZN	AFAPXXMJ2PJR46190	Yes	Yes	
11	NISSAN	HARDBODY NP300 2.4	BF07MMZN	ADNADUD22ZR055319	Yes	Yes	6 000,00
12	ISUZU	KB250D LWB	BF07NCZN	ADMNRRHR1F4756007	Yes	Yes	5 000,00
13	TAFE	TRACTOR	BF07NTZN	TAFE85022WD421126	Yes	Yes	7 000,00
14	TAFE	TRACTOR	BF07PHZN	TAFE85022WD472321	Yes	Yes	7 000,00
15	LANDINI	8865 TRACTOR	BF07RHZN	LMHLU37102	Yes	Yes	7 000,00
16	ISUZU	KB250D LWB 4X4	BF07RZZN	ADMNRRHR3F4757008	Yes	Yes	5 000,00
17	TOYOTA	COROLLA 1.6I	BF07SVZN	AHTLB52E503136803	Yes	Yes	8 000,00
18	ISUZU	KB300TDI	BF07VTZN	ADMUSRER54757049	Yes	Yes	5 000,00
19	NISSAN	NP300 2.0 SC	BF07WJZN	ADNALGD22ZR037832	Yes	Yes	5 000,00
20	CHEVROLET	SONIC 1.6 LS	BF07WPZN	KL1JJ5DE8GB635946	Yes	Yes	5 000,00
21	NISSAN	HARDBODY NP300 2.4	BF07XNZN	ADNCDUD22ZR073611	Yes	Yes	5 000,00
22	NISSAN	NP300 2.0 SC	BF07XZZN	ADNALGD22ZR072314	Yes	Yes	5 000,00
23	ISUZU	D-MAX 1.9 DDI S/CAB	BF07YMZN	ACVNRHR5K4051956	Yes	Yes	5 000,00
24	ISUZU	NMR250	BF07YZZN	ADMNM85HC8Z638259	Yes	Yes	6 000,00
25	NISSAN	NP300 2.0 SC	BF07ZKZN	ADNALGD22ZR073304	Yes	Yes	5 000,00
26	NISSAN	HARDBODY NP300 2.4	BF07ZZZN	ADNADUD22ZR071080	Yes	Yes	5 000,00
27	ISUZU	250 D/CAB 4X4	BF08BHZN	ACVNSCHR7K4062457	Yes	Yes	7 000,00
28	UD	P9103	BH15HFZN	JPCZXY0DNPS822752	Yes	Yes	16 000,00
29	UD	P9103	BH25JCZN	JPCZXY0D8PS822757	Yes	Yes	16 000,00
30	TOYOTA	COROLLA QUEST PRESTI	BS69GJZN	AHTBFWJE201028853	Yes	Yes	8 000,00
31	TOYOTA	COROLLA QUEST PRESTI	BS69HYZN	AHTBFWJE201029081	Yes	Yes	8 000,00
32	KOMATSU	GD675-5 MOTOR GRADER	BZ52BHZN	KMTGD026VRA037281	Yes	Yes	
33	POWERSTAR	FT10 1627-57 FC CC	CB60KRZN	LBZF26EB9KA003747	Yes	Yes	16 000,00
34	TOYOTA	HINO	CB60LHZN	AHHYCL08201002521	Yes	Yes	10 000,00
35	FORD	EVEREST 2.0D 4WD AT	CB60LNZN	AFAJXXMJWJLY35512	Yes	Yes	10 000,00
36	TOYOTA	FORTUNER 2.8GD-6 4X4	CB60LXZN	AHTKA3FS500625996	Yes	Yes	10 000,00
37	ISUZU	NPR400	CG30TJZN	ADMNP75PFBG682109	Yes	Yes	5 000,00
38	TRAILER	SEMI TRAILER FLATBED	CG46KNZN	AE90342CAPDGGK1087	No	Yes	
39	TRAILER	HOME BUILT TRAILER	BG50GZZN	AAPV0072290686780	No	Yes	
40	TOYOTA	COROLLA 1.6I	DG07KY ZN	AHTLB52EX03140894	Yes	Yes	8 000,00
41	ISUZU	NPR400	CJ35NXZN	ADMNP75PF8G658487	Yes	Yes	10 000,00
42	ISUZU	NMR250	CL21RJZN	ADMNM85HC8Z609742	Yes	Yes	10 000,00
43	NISSAN	NP200 1.6	DG07JM ZN	ADNUSN1D5U0068399	Yes	Yes	5 000,00
44	NISSAN	HARDBODY NP300 2.4	BK39MYZN	ADNADUD22ZR095903	Yes	Yes	5 000,00
45	ISUZU	NPR400	NES12176	ADMNP75PF8G655062	Yes	Yes	10 000,00
46	ISUZU	FTR 800 TIPPER 7T	NES12345	ADMFTR33F6Z474863	Yes	Yes	10 000,00
47	ISUZU	KB250 LE DC	DG07BJ ZN	ADMHSCCR8C4720641	Yes	Yes	8 000,00
48	NISSAN	NP300 2.0 SC	BF07ZKZN	ADNALGD22ZR073304	Yes	Yes	8 000,00
49	ISUZU	KB250D LWB	DG07KK ZN	ADMNRRRC4C4733176	Yes	Yes	5 000,00
50	TOYOTA	HILUX 2.4 D/CAB	BJ24KWZN	AHTKB8CD502977612	Yes	Yes	8 000,00
51	ISUZU	KB250D LWB	BF07NCZN	ADMNRRHR1F4756007	Yes	Yes	5 000,00
52	ISUZU	KB250D LWB 4X4	NES13026	ADMNRRHR3F4757008	Yes	Yes	5 000,00
53	ISUZU	NMR250	NES13093	ADMNM85HCBN711896	Yes	Yes	10 000,00
54	FORD	RANGER 2.2	NES13144	AFAPXXMJ2PKS26429	Yes	Yes	8 000,00
55	TRAILER	TRAILER	NES1317	AAPV0070680486817	Yes	Yes	
56	TOYOTA	HILUX 2.4GD A/C S/C	NES13217	AHTEB8CB502808508	Yes	Yes	5 000,00
57	ISUZU	F-SERIES	NES13396	ADMFTR34H8N764529	Yes	Yes	10 000,00
58	ISUZU	250 D/CAB 4X4	NES13771	ACVNSCHR7K4062457	Yes	Yes	6 000,00

3.3 OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

- 3.3.1** Provide a minimum Monthly Credit Facility Limit of **R 2 million**.
- 3.3.2** Provide, perform and complete the services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of this agreement.
- 3.3.3** To maintain all quality presented during bidding process which has materially influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement.
- 3.3.4** To utilize service providers who are registered with RMI at all times.
- 3.3.5** To maintain good standing with South African Revenue Service (tax matters), Central Supplier Data base (CSD), Compensation for Occupational injuries and Diseases Act (COID) for the duration of the contract.
- 3.3.6** The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.
- 3.3.7** Invite responsible Municipal official for inspection and certifying work done prior leaving site or during progress of work as per agreed quality management in the contract.
- 3.3.8** The service provider to provide achievable response time and be available 24 hours to attend to emergencies
- 3.3.9** **RESPONSE TIME:** Respond and turnaround times shall be as set out in the contract/ service level agreement in line with approved timeframes in the submitted methodology.
- 3.3.10** To deliver quality service in line with specifications.

3.4 DATA TO BE PROVIDED BY MUCIPALITY

The municipality to provide the following information/ support to service provider:

- 3.4.1** Report vehicle breakdowns or faults.
- 3.4.2** Facilitate and deliver vehicles to allocated service providers
- 3.4.3** Provide communication support between drivers and third-party service providers.

3.5 EXPERTISE/ PERSONNEL

3.5.1 Technical Expertise Requirement

3.5.1.1 The Service Provider shall maintain a dedicated, suitably qualified, and experienced technical team responsible for the effective delivery of all maintenance and fleet management services under this contract. Such team shall possess the necessary expertise to:

- (i) Scrutinise and validate all maintenance and repair quotations.

- (ii) Negotiate fair, market-related pricing with service providers.
- (iii) Ensure adherence to Original Equipment Manufacturer (OEM) specifications and industry best practices
- (iv) Monitor and enforce quality of workmanship.
- (v) Identify and prevent unnecessary or excessive repairs.
- (vi) Provide technical guidance and support to the Municipality.

3.5.2 Minimum Resource Requirements to provide services

3.5.2.1 The Service Provider shall, at a minimum, provide:

- a) Qualified technical personnel with experience across:
 - (i) Light vehicles
 - (ii) Commercial vehicles
 - (iii) Specialised vehicles and/or equipment (where applicable)
- b) Access to:
 - (i) Mechanical, electrical, and diagnostic expertise
 - (ii) Fleet maintenance specialists
 - (iii) Technical call centre support (where applicable)

3.5.3 Dedicated Account and Support Structure

- a) The Service Provider shall provide a structured support team, including:
 - (i) A dedicated Account Manager
 - (ii) Technical support personnel
 - (iii) Administrative and reporting support
 - (iv) Access to a 24 hour support function for breakdowns and emergencies on calendar day.

3.5.4 Continuity and Capacity

- a) The Service Provider shall:

- (i) Ensure sufficient capacity and resources at all times
- (ii) Maintain continuity of key personnel
- (iii) Provide suitable replacements where required, subject to municipal approval

3.6 TRANSFER OF SKILLS

3.6.1 Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred to are limited to **number of officials** nominated by employer on the commencement meeting.

3.7 Successful bidder to submit proposed skills transfer strategy on the project as requirement of this tender.

3.8 These schedules shall be read together with skill transfer clause of this contract. The uMlalazi Municipality is striving to capacitate its technical personnel in relation to provision of this service.

3.9 The bidder must ensure that skills are transferred during execution of the project or provision of work and the skill transfer shall be offered within the tendered price.

3.10 Skills transfer aspects:

- (i) Quotation analysis.
- (ii) Fuel consumption trend analysis and cost containment through fair price negotiation
- (iii) Various report analysis

3.11 The following conditions also apply:

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.
- (iii) Editable version documents will be produced and left with the municipality for future use.
- (iv) Prior arrangements be made municipality nominated personnel to ensure his/her availability.

3.7.MONITORING, REPORTING AND PERFORMANCE MANAGEMENT

3.7.1 This Contract will be monitored on regular basis and performance/ progress report will be required to be submitted as a supporting documents to service provider's invoice where required by municipality.

3.7.1. The Municipality reserves the right to introduce or put in place additional performance measures as and when required, as deemed necessary during contract administration.

3.7.1.1. Inspections and testing requirements that may apply:

- (i) Service provider's premises where necessary.
- (ii) Quality of materials used and any other quality control tests in relation to the supplies/ services.
- (iii) Workmanship and compliance with specification of services/goods procured.

12.2.3. Monitoring , performance and reporting requirements includes but not limited to:

- (i) Measuring of performance against set performance indicators or specifications of goods/services.
- (ii) Submit, written reports on the project progress report or any supporting documents of service performed/ work done as per the requirements of the contract.
- (iii) Presentation of progress/performance reports during the contract.

12.2.4. Format of communication

- (i) All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).
- (ii) All plans and contract documents submitted for approval shall be in hardcopy format.

3.7.1.2. CONTRACT ADMINISTRATION MEETINGS

- (i) To be able to manage the contract, the Employer and Service Provider will have various meetings, to proactively and jointly manage and minimise adverse risks during execution of the contract. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature and special meeting may be convened and chaired by the municipality or *municipality's agent*, number of meetings per month will be determined by Municipality as needed.

- (iii) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.8. OTHER CONTRACT ADMINISTRATION CONDITIONS

3.8.1. Patent rights

- 3.8.1.1. The service provider shall indemnify the municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising during rendering of service or from use of the goods or any part thereof by the municipality.

3.8.2. Insurance

- 3.8.2.1. The goods/ services supplied under the contract shall be fully insured for an amount as agreed in the contract against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as per the contract.

3.8.3. Performance security

- 3.8.3.1. Within **thirty (30) days** of receipt of the notification of contract award, the successful bidder shall furnish to the municipality the performance security of the amount of **10%** of the contract value.

- 3.8.3.2. The proceeds of the performance security shall be payable to the municipality as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract and shall be administered as set out in the contract.

3.8.4. Warranty and guarantee

- 3.8.4.1. The supplier warrants that the goods supplied under the contract are new, unused. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship.

- 3.8.4.2. This warranty shall remain valid for the period **determined by the merchant for return job** 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.

- 3.8.4.3. The guarantee is not applicable for this tender.

3.3. OTHER CONTRACTUAL DOCUMENTATION

The following documents must be submitted no later than **seven (7) days** prior commencement of work except those documents specified under returnable documents and functionality requirements in this bid:

- (i) Performance security (10% of the contract price)
- (ii) Indemnity insurance (Insurance of work including third party)
- (iii) Nominated project manager and qualifications.

4. PRICING DATA AND SCHEDULE ITEMS

4.1. Pricing Instructions

- 4.1.1. Bidders are required to complete the pricing schedule in full. All pricing must be clear, transparent, and inclusive of all costs associated with the provision of services as outlined in the Scope of Work. Current number of vehicles: 114).
- 4.1.2. Failure to complete this pricing schedule in full may result in the bid being deemed non-responsive.
- 4.1.3. Interest Rate (linked to Prime or other benchmark) will be based on the amount of credit facility used.
- 4.1.4. Interest shall be charged on actual credit facility used not the provisional sum stipulated on **4.5.3 (1)** and the *bidder must insert percentage used to calculate unit price on pricing schedule on Item 4.5.3(1) (the space is provided)*
- 4.1.5. Interest rate (linked to prime or other bench mark) and administration fee on credit facility used must be based on provisional sum indicated on the pricing schedule for evaluation purposes and actual amount shall be used during the contract.
- 4.1.6. Annual escalation equivalent to **Consumer Price Index (CPIX)** shall apply but not exceeding **10%**.
- 4.1.7. Should the tendered rates/ prices exceed the prescribed rates by applicable regulatory body, the lowest acceptable offer may be negotiated based prescribed fees guidelines.
- 4.1.8. The price must be unconditional and any service deemed omitted in the pricing schedule must be completed in the space provided in the pricing schedule. In the event that no additional services submitted by the bidder, all services as per specification of this tender must be provided within the offered price.
- 4.1.9. Tenderers submit tender prices in accordance with the description, requirements and sections as indicated in the tender documents.
- 4.1.10. The Municipality reserves the right to negotiate a reasonable price with the acceptable bid prior final recommendation is made.

4.1.11. The tenderer must make provision for all machinery labour, material, equipment and all non-incidentals needed for the execution and implementation of the contract in accordance of the tender document.

4.2. Criteria for Issuing of Purchase Order.

4.2.1. Purchase order will be issued by municipality as and when the service is required.

4.2.2. The services will be rendered on an “as and when required” basis, and the Municipality does not guarantee volumes.

4.2.3. The municipality will generate and issue works order based on accepted unit prices as per price scheduled incorporated in the form of offer.

4.2.4. Amount of materials/ product/ service to be delivered per financial year will be determined by the municipality from time to time guided by availability of budget and need.

4.2.5. The municipality will raise works orders as in when required during period of this contract.

4.2.6. No work to be performed without an official purchase order or written instruction from Municipality.

4.2.7. The works order will indicate material type, quantity and amount of work to be provided on each occasion.

4.3. Payment Instruction

4.3.1. No payment will be made if such work fall outside the ambit of the contract and approved Contract Price, all variation orders must be approved in writing by a person authorized to do so.

4.3.2. Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the Contractor’s financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.

4.3.3. Interest shall be charged on actual credit facility used not the provisional sum stipulated on 4.5.3 (1).

4.3.4. The Service Provider is obliged to submit the invoice together with a signed monthly reports, travel log books, job card or municipal time sheet (whichever is applicable) and job card/time sheet must be properly filled and reflect worked hours / quantity of work done, vehicle description, vehicle reg no etc. Failing which no work shall be certified for payment.

4.3.5. Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.

4.3.6. The municipality is not obliged to pay for incomplete delivered services. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, the entire invoice amount shall be withheld, until the dispute is resolved. The undisputed portion may

be paid on municipality's discretion subjected to nature and conditions of services and submission of the revised invoice amount as such payment may render the contract irregular.

4.3.7. Invoice will be only be certified for payment once complete services has been delivered , and the municipality accepts no ownership, responsibility, security for materials/product/ equipment/services whatsoever, until the complete services are delivered.

4.4.PENALTIES

4.4.1. If the service provider fails to perform any or all services within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the Price of due service, **a penalty of 10%** of the overall current invoice amount for the delayed goods/ services/work. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.

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

4.4.3. Failure to deliver the goods or service within the period(s) specified in the contract is because of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.

4.4.4. Notwithstanding the provisions of penalties and termination Clause, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

4.5. SCHEDULED ITEMS

4.5.1. FUEL MANAGEMENT AND CARD SERVICES

Item	Description	Unit	Quantity	Unit Price
1	Card / E-Fuel Tag Issuance Fee (Fuel, Oil & Toll)	Per Card/Tag	1	
2	Replacement Card/ E-Fuel Tag Fee (Lost/Stolen/Damaged)	Per Card/Tag	1	
3	Monthly Card/Tag Administration Fee	Per Card/Tag	1	
4	Transaction Fee (Fuel, Oil & Toll)	Per Transaction	1	

Total (Excl VAT) to carry to summary section	
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4.5.2. MANAGED VEHICLE MAINTENANCE SERVICES				
Item	Description	Unit	Quantity	Unit Price
1.	Standard Maintenance Management Fee	Per Month	1	
2.	Maintenance Authorisation Fee (if applicable)	Per Transaction	1	
3.	Workshop Management / Supplier Coordination Fee	Per Month	1	
Total (Excl VAT) to carry to summary section				

4.5.3. CREDIT FACILITY AND FUNDING COSTS				
Item	Description	Unit <i>NB: bidder to insert percentage on Item 1 below.</i>	Quantity (Provisional Sum)	Unit Price
1.	Interest Rate (linked to Prime or other benchmark)	%	R 2 000 000.00	
2.	Monthly Administration Fee on Credit Facility Used	Sum	1	
Total (Excl VAT) to carry to summary section				

4.5.4. SYSTEMS AND TECHNOLOGY				
Item	Description	Unit	Quantity	Unit Price
1	Implementation / Setup Fee	Once-Off	1	
2	Fleet Management System	Fee Per Month	1	
3	Reporting and Analytics Fee (if separate)	Per Month	1	
Total (Excl VAT) to carry to summary section				

4.5.5. ADDITIONAL SERVICES SUBMITTED BY THE BIDDER (in terms of 4.1.8 of pricing instructions above).				
Item	Description	Unit	Quantity	Unit Price
1				
2				
3				
4				
5				
6				
Total (Excl VAT) to carry to summary section				

SUMMARY SECTION		
ITEM	SUB-SECTION DESCRIPTION	AMOUNT
4.5.1	FUEL MANAGEMENT AND CARD SERVICES	
4.5.2	SYSTEMS AND TECHNOLOGY	
4.5.3	MANAGED MAINTENANCE SERVICES	
4.5.4	CREDIT FACILITY AND FUNDING COSTS	
4.5.5	ADDITIONAL SERVICES SUBMITTED BY THE BIDDER	
SUB-TOTAL (EXCL VAT)		
ADD VAT @15%		
TOTAL PRICE (Carry amount to form of offer)		

5. FORM OF OFFER

TENDER KZN ULM 37/25/26

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

Sir,

I/We _____ do hereby tender for the **Supply of Auto Cards (Fuel, Oil and Toll) and Vehicle Maintenance Services for the Period of twenty four (24) months** as per specifications, scope of work and contract agreement incorporated in the tender document for an amount of:-

Total carried from pricing schedule (Exclusive of VAT) R _____

15% VAT (if vat registered) R _____

Total carried from pricing schedule (Inclusive of VAT) R _____

Total amount in words:

The above fees include all required information or resources to complete the tender as per the specifications.

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

Upon the terms set out in the conditions of tender, I/We hereby acknowledge that:-

1. I/We have read and acquainted myself/ourselves with the terms and conditions of tender and understand the purpose thereof and agree that all such conditions shall form part of this tender;

2. This Offer may be accepted by uMlalazi Municipality by signing the Form of Acceptance within the period of validity stated in this Tender document, whereupon the Tenderer becomes the **Service Provider** in terms of this this contract.

THE CONDITIONS OF TENDER I/WE READ AND ACCEPT

Signature (of person authorized to sign the tender):

<p>Signature : <i>(of person authorized to sign the tender):</i>.....</p> <p>Name: <i>(of signatory in capitals):</i>.....</p> <p>Capacity: <i>(of Signatory):</i>.....</p> <p>Name of Tenderer: <i>(organisation):</i>.....</p> <p>Address:</p> <p>Telephone number: Fax number:</p> <p>Witness Signature:</p> <p>Name: <i>(in capitals):</i>.....</p> <p>Date:.....</p>
--

[Failure of a Tender's to sign this form will invalidate the tender]

6. FORM OF ACCEPTANCE

Contract No: KZN ULM 37/26/27

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderers Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tender's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Signature : _____ **DATE:** _____

Name (in capitals) : **MR NN SHANDU**

Capacity : **MUNICIPAL MANAGER**

Name of Employer : **uMLALAZI MUNICIPALITY**

Address : **P.O BOX 37**
ESHOWE
3815

Witness Signature : _____

Name (in capitals) : _____

Date : _____

7. FORMS TO BE COMPLETED BY THE TENDERER

COMPULSORY DOCUMENTATION

A. PROOF OF PURCHASE OF TENDER DOCUMENT

(Applicable to purchased tender documents only)

ATTACH RECIEPT TO THIS PAGE

SIGNED ON BEHALF OF TENDERER :

B. CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING SESSION

PROJECT NAME: SUPPLY OF AUTO CARDS (FUEL, OIL AND TOLL) AND VEHICLE MAINTENANCE SERVICES FOR THE PERIOD OF TWENTY-FOUR MONTHS.

(Please print)

It is hereby CERTIFIED that I, *(name)* in my capacity as.....and a duly authorized representative of..... *(the TENDERER)* of *(address)*..... in the company of.....*(the Municipality)* attended the official briefing session on*(date)* for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer or Municipal official.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity:Date and Time:

Municipality Date Stamp

C. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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 Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full, the attached form TCC 001. 'Application for 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.
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. The original Tax Clearance Certificate must be submitted together with bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance will not be acceptable.
4. In bids where Consortia/Joint Ventures/ Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

SIGNED ON BEHALF OF TENDERER:

D COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of all directors. NB: “Certified copy” means true and accurate representation of original by an authorized person (Not a copy of a certified copy). Originally certified copy must not be older than six months. Copy of a certified copy will not be considered.

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

E PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

NOTE: attach full summary of CSD report

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

F. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the uMlalazi Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that my **company's municipal rates and taxes are paid up to date and the following is attached:**

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate ; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

Attach proof to this page in terms of the above

SIGNED ON BEHALF OF TENDERER:

G. WORKMEN'S COMPENSATION

Attach valid proof of good standing with compensation for occupational injuries and diseases act
(COID)

SIGNED ON BEHALF OF TENDERER :

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

Where

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

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals will be applied in in terms of section 2(1)(a)(i) of the municipal supply chain policy to advance targeted groups as follows:

- Youth
- Women
- People living with disabilities
- Local businesses & SMME’s

5.2.1 SUMMARY TABLE FOR CALCULATION OF PRERERENTIAL POINTS FOR SPECIFIC GOALS				
			<R50 Million	>R50 Million
NO.	Categories	Weight	80 20	90 10
1	Ownership Goals	50%	10	5

2	Empowerment Goals	20%	4	2
3	Reconstruction & Development Programme Goals	20%	4	2
4	Other Goals (Specify)	10%	2	1
		100%	20	10

5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Ownership Categories :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	10	5	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	60%	6	3	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	20%	2	1	Sworn Affidavit - QSE/EME General
2	Broad Based Black Economic Empowerment :				
	BBBEE Level 1	100%	10	5	BBBEE Certificate
	BBBEE Level 2	60%	6	3	BBBEE Certificate
	BBBEE Level 3 & Below	20%	2	1	BBBEE Certificate
3	Ownership %				
a)	Women Ownership(*Must be South African)				
	ownership - 100% : Black (Youth , Women , Disabled People ,Military Veterans)	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - > 51% : Black (Youth , Women , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 25% - 50% : Black (Youth , Women , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 100% : White (Youth , Women , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
b)	Men Ownership(*Must be South African)				
	Men ownership - 100% : Black (Youth , Men , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - > 51% : Black (Youth , Men , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - 25% - 50% : Black (Youth , Men , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

4	Youth Development : (Below 35 Years)				
	Youth ownership - 100% : Black	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - > 51% : Black	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 25% - 50% : Black	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 100% : White	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.3 SPECIFIC GOAL NO.2 –EMPOWERMENT CATEGORY

#	Specific Goal(s)	Weight	80 20	90 10	Verification
	Sub-Contracting :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
2	Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.				
	1. Enterprise 100% owned by Youth	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	1. Enterprise 100% owned by Disabled People	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	1. Enterprise 100% owned by Women	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	2. Enterprise owned by Black People with CIDB Grading 4 or Less	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise 100% owned by Military Veteran	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise owned by Black Men with at least 51%	50%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Reconstruction and Development :				
1	Promotion of Local Business(s)				

	1. Enterprise Located within the uMlalazi Local Municipality	100%	4	2	Utilities : Directors or Co. Affidavit Existing Lease Agreement /councilor or Induna letters
	2. Enterprise Located within the King Cetshwayo District Municipality	50%	2	1	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the Province	25%	1	0,5	Utilities : Directors or Co. Affidavit Existing Lease Agreement
2	SMME Development (EME and QSE)				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
3.	Job Creation and Community upliftment				
	1. Community upliftment project (e.g. housing , schools ,infra donations etc.) equal to at least 0.5% of project Value	100%	4	2	Bidder to propose
4	2. Creation of Jobs /Labour intensive activities	100%	4	2	Bidder to propose

SPECIFIC GOAL NO 4 – OTHER GOALS

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Other Categories :				
1	<i>Combination of any other goals</i>				
	User departments may combine any specific goals under categories 1,2 and 3 above in a manner that will help evaluate and apply preference points to the tender	100%	2	1	--Relevant Verification Documentation--

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
	N/A		N/A	
Ownership Goals: <ul style="list-style-type: none"> • BBBEE Level 1 • BBBEE Level 2 • BBBEE Level 3 & Below 		10		
Reconstruction & Development Programme Goals: <ul style="list-style-type: none"> • Enterprise Located within uMlalazi Municipality • Enterprise Located within District Municipality = 2 • Enterprise Located within the Province = 1 		4		
SMME Development (EME and QSE): <ul style="list-style-type: none"> • EME or QSE which is at least 100% owned by black people • an EME or QSE which is at least 51% owned by black people • an EME or QSE which is at 25% - 50% owned by black people 		4		
Combination of other goals: <ul style="list-style-type: none"> • an EME or QSE that is 100% owned by : Black (Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality 		2		
TOTAL		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

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

I. VERIFICATION OF PREFERENTIAL PROCUREMENT POINTS FOR SPECIFIC GOALS

ATTACH

Documents required for verification of specific goals indicated on **table 1** of the preferential procurement points for specific goals (form MBD 6.)

SIGNED ON BEHALF OF TENDERER:

J. DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
....
 - 2.4 Company Registration Number:
.....
...
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Municipality of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

.....
.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number	Employee Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

K. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

- 1 This Standard Bidding Document must form part of all bids invited. V
- 2 It serves as a declaration to be used by institutions 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 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; or
 - c. failed to perform on any previous contract.
- 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	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

L. 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:

uMlalazi Municipality

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

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

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

1 Are you by law required to prepare annual financial statements for auditing? YES/NO

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

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

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES/NO

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

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO

3.1 If yes, furnish particulars

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

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

4.1 If yes, furnish particulars

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

FALSE.

Name of Bidder:

Position:

Date:

Signature:

O. AUDITED ANNUAL FINANCIAL STATEMENTS STATEMENTS

(Attach AFS TO THIS PAGE)

SIGNED ON BEHALF OF TENDERER:

P. REGISTRATION WITH REGULATORY BODIES.

Attach proof of Registration with National Credit Regulator or any other recognized South African Credit Regulatory Bodies.

Or

Third party/ banking partner letter of support confirming an existing and active contractual relationship, and such letter must include confirmation that the third-party/Banking partner will support the bidder for the full duration of the contract.

SIGNED ON BEHALF OF TENDERER:

Q. PUBLIC LIABILITY INSURANCE

Attach valid proof of Public Liability Insurance

SIGNED ON BEHALF OF TENDERER:

R. PROOF OF ONLINE/TELEPHONIC REPORTING AND SELF-SERVICE SYSTEM

Attach proof of the online system (e.g Screen shots of the online system)

SIGNED ON BEHALF OF TENDERER:

S. METHODOLOGY / APPROACH PAPER.

Attach detailed approach with clear project plan which is aligned to the scope of works and specifications as per requirement of this tender.

SIGNED ON BEHALF OF TENDERER:

T. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer.

No.	Date	Title or Details
1		
2		
3		
4		
5		

Compulsory Note:

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME: POSITION:

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

U. AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

NB: An amendment must leave the original document substantially intact.

SIGNED ON BEHALF OF TENDERER:

8. FUNCTIONALITY

Note: the bidder must achieve minimum of 75% (45 Points) in functionality. The Table below reflects **evaluation functionality components** and the overall weighting on each **Criteria component** of the functionality are as follows:

1. BIDDER'S PREVIOUS EXPERIENCE			
The bidder to demonstrate comprehensive proven experience on previously completed similar contracts for Municipalities, Government Departments and their Entities in <u>the past 10 years.</u>			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Excellent (Points = 25)	Five (5) or more completed similar contracts for municipalities or government departments.	25	Attach appointment letters and positive Bidder's Assessment on previous performance by independent referee on the form provided in this tender document.
Good (Points = 20)	Three (3) completed similar contracts for municipalities or government departments.		
Satisfactory (Points = 15)	Two (2) completed similar contracts for municipalities or government departments.		
Poor (Points = 0)	Bidder has no experience		
2. ONLINE/TELEPHONIC REPORTING AND SELF-SERVICE SYSTEM			
Bidder to demonstrate availability of an online reporting and self-service system.			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Very Good (Points = 10)	Online reporting system and self-service system.	10	<ol style="list-style-type: none"> 1. To submit website/Portal Link: Providing a functional URL for the proposed system for immediate evaluation. 2. System Screenshots: Submission of a document containing screenshots of the online platform's interface, user dashboards, and reporting tools. <p>NB: Before final recommendation is made, Bidders may be required to Present/ Demonstrate (Live Demo).</p>
2. STAFF COMPLEMENT AND ORGANOGRAM			

Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
The bidder must demonstrate that they have a technical team of diesel and petrol technicians (who will scrutinize work quoted by merchants, negotiate fair prices and perform inspections on behalf of the municipality).			
Very Good (Points = 15)	<ul style="list-style-type: none"> - Bidder has minimum of two (2) technical team with qualified diesel and petrol technicians and minimum of two (2) financial personnel. - Comprehensive organizational structure of the nominated team for this contract, clearly indicating roles and responsibilities. - The organizational structure must be in line with services to be provided as per scope of work in terms of required expertise. 	15	<ul style="list-style-type: none"> • Attach curriculum vitae with traceable references of experience and certified copies of qualifications • Organogram reflecting team structure to perform financial and technical services.
Good (Points = 10)	<ul style="list-style-type: none"> - Bidder has minimum of one (1) technical team with qualified diesel and petrol technicians and minimum of one (1) financial personnel. - Comprehensive organizational structure of the nominated team for this contract, clearly indicating roles and responsibilities. - The organizational structure must be in line with services to be provided as per scope of work in terms of required expertise. 		
4. METHODOLOGY / APPROACH PAPER			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
The approach paper must respond to the scope of work with specific reference vehicle maintenance and repairs. The methodology/ approach paper should articulate and demonstrate bidder's turnaround time for each task (i.e routine service, battery replacement, tyre replacement, minor repairs and major repairs) from the time the vehicle is reported to when the request is approved.			
Good (Points = 10)	<ul style="list-style-type: none"> - Detailed approach with a clear project plan and clear and reasonable turnaround times for each process within the 		

	<p>control of the service provider e.g. How many days it takes to get approval for minor repairs or battery replacement.</p> <ul style="list-style-type: none"> - The plan must include the criteria that the bidder uses to select service provider from their database. All service providers must be registered with RMI. Plan includes bidders' approach in ensuring that qualified and reputable local service providers are part of the bidder's database. - Plan includes turnaround time in resolving disputes such as poor workmanship 	10	<p>Attach detailed approach with clear project plan which is aligned to the scope of works and specifications as per requirement of this tender.</p>
<p>Satisfactory (Points = 5)</p>	<ul style="list-style-type: none"> - Approach with limited project plan information and unacceptable / unreasonable turnaround times for each process within the control of the service provider e.g. How many days it takes to get approval for minor repairs or battery replacement. - The plan includes criteria the bidder uses to select service provider for its database e.g. service provider must be registered with RMI. Plan includes bidders' approach in ensuring that qualified and reputable local service providers are part of the bidder's database. - Plan includes turnaround time in resolving disputes such as poor workmanship 		
OVERALL TOTAL		60	

8.1. EXPERIENCE OF THE BIDDER AS PER PROJECTS SUBMITTED

Bidder's Assessment on previous performance by independent referee: Tender No: KZN UML 37/25/26
 This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be submitted together with projects appointment letters on company letterhead of previous employer.

Name of Bidder	
Completed Contract / Project Name	
Contract No	
Commencement Date	
Contract Duration	
Contract Completion Date	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right-hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent	Performance Rating				
	1	2	3	4	5
Quality of office administration					
Quality of project management and turnaround time					
Competence nominated project leader					
Co-operation during contract					
Quality of workmanship					
Rectification of condemned work					
Quality of reports					
Quality of software and system used					
Adequacy of professional support					
Occupational Health and Safety Management					
Overall Performance (1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent)					
Any other remarks considered necessary to assist in evaluation of the contract					
Name of person completing this assessment form					
Representing Firm					
Telephone Number					
Email Address					
Date of Assessment					

I hereby declare that information completed above is true and correct and I understanding that I will be held responsible for any misrepresentation.

Client Signature:.....

Note: the evaluation schedule/project will not be considered if provided details are not traceable. **Bidders to make extra copies, or request additional copies via email provided.**

Official Company Stamp of company giving reference:

SIGNED OF TENDERER:

8.1.1 EXPERIENCE OF THE BIDDER

Attach appointment letters and positive Bidder's Assessment on previous performance by independent referee **on the form provided in this tender document.**

SIGNED ON BEHALF OF TENDERER:

8.2. ONLINE/TELEPHONIC REPORTING AND SELF-SERVICE SYSTEM

1. To submit website/Portal Link: Providing a functional URL for the proposed system for immediate evaluation.
2. System Screenshots: Submission of a document containing screenshots of the online platform's interface, user dashboards, and reporting tools.

NB: Before final recommendation is made, Bidders may be required to Present/ Demonstrate (Live Demo).

SIGNED ON BEHALF OF TENDERER:

8.4. STAFF COMPLEMENT AND ORGANOGRAM

- Attach curriculum vitae with traceable references of experience and certified copies of qualifications.
- Organogram reflecting team structure to perform financial and technical services.

SIGNED ON BEHALF OF TENDERER:

8.5. METHODOLOGY / APPROACH PAPER

Attach detailed approach with clear project plan which is aligned to the scope of works and specifications as per requirement of this tender.

SIGNED ON BEHALF OF TENDERER: