



**DEPARTMENT**

OFFICE OF THE OPERATIONS MANAGEMENT

**DIRECTORATE**

FLEET MANAGEMENT AND ADMINISTRATION

**DIVISION**

**SUPPORT SERVICES**

**PROCUREMENT DOCUMENT**

**GOODS / SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

**Tender No:** 35350-1J

**Title:** Supply and delivery of new tyres for various vehicle categories for a period of (36) thirty-six months

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** A Compulsory Clarification Meeting will be held on MS Teams on 17 June 2026 at 10:00am . Interested bidders to submit via email by: 2026-06-15 (Time 16:00pm).Link to be submitted to interested bidders by (MS-Teams) 2026-06-17 (Time 08:30am)

**Queries can be addressed to:**

**General / Contractual:** Nonkululeko Gama; Tel: 031 322 5064; eMail: [Nonkululeko.Gama@durban.gov.za](mailto:Nonkululeko.Gama@durban.gov.za). Consolidated answers to questions will be uploaded 02 July 2026

**Technical:** n/a

**DELIVERY OF TENDERS**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department):Tenderers are to also make an electronic submission via the eThekweni Municipality JDE System (ESP Module)

ESP Queries: Contact: Lindo Dlamini: Tel: 031-322-7133 / 031-322 7153  
Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Closing Date:** Friday, 10 July 2026

**Time:** 11:00am

**FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

**NAME OF TENDERER:** .....

**Tender Price: R** .....

**VAT Registered: YES / NO**  
(circle applicable)

ETHEKWINI MUNICIPALITY

Deputy Director: **SUPPORT SERVICES**

Issued: **August 2025**

Document Version: 01/12/2025

<b>NAME OF TENDERER:</b> .....	<b>VAT Registered: YES / NO</b>
<b>Tender Price: R</b> .....	(circle applicable)

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**PROCUREMENT DOCUMENT (Goods / Services)**

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## **SECTION 1: GENERAL INFORMATION**

**YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY**

TENDER No.: 35350-1J

DESCRIPTION: **Supply and delivery of new tyres for various vehicle categories for a period of (36) thirty-six months**

CLOSING DATE / TIME: **Friday, 10 July 2026 at 11:00am**

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website ( <https://www.etenders.gov.za/> ), or
- the eThekwini Municipality's website ( <https://www.durban.gov.za/pages/business/procurement> ).

Electronically downloaded documentation should be printed by the tenderer.

- Bidders must submit a "hard copy" submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via Supplier Self Service (ESP). Notwithstanding the electronic submission, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be deemed to be the ruling version. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website:

<https://ethekwinivendor.durban.gov.za/> and on **ESP:supplier.selfservice@durban.gov.za**

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or supplier. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

**NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**  
**(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer: .....

Postal Address: .....

Street Address: .....

E-Mail Address: .....

Telephone Number:


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Cell phone Number:

Facsimile Number:

**Circle Applicable**Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number: .....

PR .....

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number: .....

MAAA .....

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number: .....

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

**Are you the accredited representative** in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: ..... Date: .....

Name / Surname: ..... (in block capitals)

Capacity under which this tender is signed: .....

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**SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)**

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**SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

## STANDARD CONDITIONS OF TENDER (Goods / Services)

### 1. DEFINITIONS

#### General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
  - “Closing time”
  - “Contract”
  - “Contract Price”
  - “Corrupt practice”
  - “Countervailing duties”
  - “Country of origin”
  - “Day”
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  - “Purchaser”
  - “Republic”
  - “SCC”
  - “Services”
  - “Supplier”
  - “Tort”
  - “Turnkey”
  - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
  - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
  - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
  - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

### 2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekweni Code of Conduct**.

#### Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

### 3. TENDER INFORMATION

#### (1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

#### (2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

#### (3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the **SCT**.

#### (4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the **SCT**. Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. Tenders will only be evaluated from those tendering entities appearing on the attendance list.

**(5) Closing Date and Delivery of Tender Submissions**

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

**(6) Tender Validity and Withdrawal of Tenders**

*Tenders* must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

**4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.  
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

**(5) Municipal Bidding Documents (which includes):**

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.  
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
  - (i) Who is in the service of the state;
  - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
  - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.  
Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.  
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

**(5) Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
  - State the name of the person(s);
  - State recognised trading name; and
  - State whether an owner, co-owner, proprietor, etc.

**(b) Signing of Official Tender Form**

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

**(c) Authority of Signatory**

*Bidders* are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

**(d) Differences or Discrepancies**

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

**(6) Any additional Schedules, Forms, or Certificates as stated in the SCT.****5. INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

*Bidders* are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

**6. SAMPLES**

*Bidders* may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

**7. MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

*Bidders* who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

**8. CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

**9. PRICING**

*Bidders* would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

**(1) Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

**(2) Unit Prices**

*Bidders* shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the **Conditions of Contract**.

**(3) Firm Tenders**

*Bidders* may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

**(4) Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

**10. ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

**11. DELIVERY, RISK, PACKAGES, ETC**

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

**12. RATES OF EXCHANGE**

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
  - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

**13. IMPORT PERMITS**

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

**14. EVALUATION PROCESS**

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

**Details of additional evaluation criteria, if applicable, are stated in the *SCT*.**

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points ( $T_{EV}$ ) in accordance with the following formula:  
 $T_{EV} = N_{FO} + N_P$  where:  $N_{FO}$  : is the number of evaluation points awarded for the financial offer; and  $N_P$  : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

**(1) Evaluation points awarded for the financial offer:**

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

**INCOME-GENERATING CONTRACTS**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

**GOODS and SERVICES**

The financial offer will be scored using the formula:

$$N_{FO} = W \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P<sub>max</sub>** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P<sub>min</sub>** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P<sub>t</sub>** is the comparative offer of the *tender* offer under consideration.

**(2) Evaluation points awarded for preference:**

The **Specific Goals** for Preference Points are specified in the *SCT*.

**15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS****(1) Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

**(2) Communication, Councillors and Officials**

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

**16. NEGOTIATIONS WITH PREFERRED BIDDERS**

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
  - Does not allow any preferred *Tenderer* a second or unfair opportunity;
  - Is not to the detriment of any other *Tenderer* ; and
  - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

**17. CANCELLATION OF TENDER PROCESS**

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

**18. ACCEPTANCE OF BID**

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
  - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
  - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
  - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

**19. PAYMENT and FACTORING**

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

**20. APPEALS**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;  
eMail: Simone.Pillay@durban.gov.za.

## **SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER**

### **3.1 SPECIAL CONDITIONS OF TENDER (SCT)**

The **Standard Conditions of Tender** (Goods / Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

#### **SCT 3(1) TENDER INFORMATION: General**

The tender document comprises of a cover page and 68 pages.

#### **SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation**

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
  - ( <https://www.etenders.gov.za/> ), or
- the eThekweni Municipality's website
  - ( <https://www.durban.gov.za/pages/business/procurement> ).

The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

#### **SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender**

General and Contractual Queries are to be directed to:

**Nonkululeko Gama; Tel: 031 322 5064; eMail: [Nonkululeko.Gama@durban.gov.za](mailto:Nonkululeko.Gama@durban.gov.za).**

Technical Queries are to be directed to:

**n/a**

#### **SCT 3(4) TENDER INFORMATION: Briefing Session**

**A Compulsory Clarification Meeting will be held on MS Teams on 17 June 2026 at 10:00am . Interested bidders to submit via email by: 2026-06-15 (Time 16:00pm).Link to be submitted to interested bidders by (MS-Teams) 2026-06-17 (Time 08:30am)**

#### **SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions**

1. Tenderers are hereby advised to submit the following, no later than **Friday, 29 MAY 2026 at 11:00 am:**

- a) A signed **hard copy** of the Tender Document that is sealed, addressed to the City Manager and clearly marked with the Tender Number. This **hard copy** shall be deposited into the

Tender Box located in the ground floor foyer of the Municipal Buildings at 166 KE Masinga Road (Old Fort Rd), Durban; and

- b) An **electronic copy** of the Tender Document, identical to that of the signed **hard copy**, via the eThekwini Municipality JDE System (ESP Module).
2. Notwithstanding the submission of the **electronic copy** of the Tender Document via the JDE System (ESP Module):
    - a) The Tender Offer shall only be deemed valid if the **hard copy** submission has been made; and
    - b) The **hard copy** submission shall take precedence and be utilised for the evaluation of Tenders.
  3. In the event of any ambiguity or inconsistency within the **hard copy** submissions, eThekwini Municipality reserves the right to verify the information by comparing the **hard copy** with the corresponding **electronic copy**. Subsequently, if the **electronic copy** is found not to be identical to the **hard copy**, the Tender Offer shall be deemed invalid.
  4. Tenderers shall ensure all access rights and submission queries related to the JDE system are resolved prior to the closing date.:

#### **BID VIEWING, TENDER DOCUMENT DOWNLOAD AND BID SUBMISSION PROCESS**

5. The following link must be followed for login, to view advertised bids, and to submit a bid advertised by eThekwini Municipality.

<https://rfq.durban.gov.za/jde/E1Menu.maf>

All queries related to the JDE system shall be directed to:

**ESP Queries:** Lindo Dlamini

Tel: 031-3227133 / 031-3227153

Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**ESP Technical Queries:** Jabulane Chauke:

Tel: 031 322 9535

Email: [Jabulani.chauke@durban.gov.za](mailto:Jabulani.chauke@durban.gov.za)

#### **SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders**

1. Tenders must remain valid for a period of 120 days following the date on which the Tenders are opened. This period is referred to as the **original validity period**.
2. In addition to the original validity period, Tenders must remain valid for acceptance for a further period of twelve (12) months, unless the Municipality is advised otherwise by the bidder in writing.
3. eThekwini Municipality reserves the right to request confirmation of Tender validity at any time during the twelve (12) month period.

#### **SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Bidders must submit the following mandatory returnable with the tender submission:

- Proof of registration on the Central Supplier Database (CSD)

#### **SCT 11(2) DELIVERY, RISK, PACKAGES, ETC**

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The specified delivery point is City Fleet Unit Head Quarters

### SCT 13 **IMPORT PERMITS**

In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by:

- List name of applicant.

### SCT 14 **EVALUATION PROCESS**

#### 14.1 **Stage One: Mandatory requirements**

**Bidders must meet all the requirements outlined below in order to be evaluated for preference point system**

##### 14.1.1 **Section A - Local Tyres**

- For the supply and delivery of new tyres, offers will only be considered from Original Tyre Manufacturers with production facilities in South Africa.
- Proof of address for plant location
- Certificate confirming bidder is an Original Tyre Manufacturers

##### 14.1.2 **Section B – Import tyres**

- For the supply and delivery of new tyres, offers will only be considered from authorized distributors/ accredited agent of the OEM or OEM.
- Must submit accreditation or distribution agreement or agreement letter from the original tyre manufacturer.

14.1.3 **ISO 9001:** This standard provides requirements for a quality management system, which is often implemented by tire manufacturers to ensure consistent quality and customer satisfaction.

**ISO 10191:** These standard details laboratory test methods for evaluating passenger car tires, including strength, bead unseating resistance, and endurance [according to ISO - International Organization for Standardization](#).

### **Price and Preference**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The 90/10 preference points system will be applied. The Formula used to calculate the Price Points (max. 90) will be according to that specified Regulation 4.1.

#### 14.3 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document MBD 6.1: "Preference Points Claim Form" (in Section 4 of this procurement document) for the Specific Goal(s) as indicated on the table(s) below, and according to the specified Goal Weightings.

##### **RDP Goal: The promotion of South African owned enterprises**

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 100%		
Location	80/20	90/10
Not in South Africa	N/A	0
South Africa	N/A	4
KZN	N/A	7
ETM	N/A	10
<b>Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)</b> <ul style="list-style-type: none"> <li>• CSD report</li> </ul>		

**Note: The first and second most responsive Bidder per item in terms of total price points will be recommended.**

**SCT 20    COMPLAINTS AND OBJECTIONS**

In terms of Section 49 of the EThekweni SCM Policy any person aggrieved by the decisions taken in the implementation of the SCM System may lodge within 14 days of notification, a written objection against the decision of the following:

**The City Manager**  
**Attention: Ms S Pillay            (E-Mail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za))**  
**P O Box 1394**  
**DURBAN**  
**4000**

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of R1814.00 including VAT as stipulated in the municipality's SCM Policy approved on 29/08/2024 as well as the municipal budget for the financial year 2025/26. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

**EThekweni Municipality**  
**FNB – 631 6574 6331**  
**Reference Number: *Please insert contract number***

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### 3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

#### ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

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**SECTION 4: RETURNABLE TENDER DOCUMENTS**

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

**1) AUTHORITY OF SIGNATORY**

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for Contract No. **35350-1J** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

**Tenderers are to include, at the back of their tender submission document, a printout of the following documents:**

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

**2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**3) DECLARATION OF MUNICIPAL FEES**

I, the undersigned, do hereby declare that the Municipal fees of

.....  
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.															
Consolidated Account No.	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>															
Electricity	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>															
Water	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>															
Rates	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>															
Other	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>															

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

**Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT****Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

**Declaration by Tenderer**

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

**NAME (Block Capitals):****Date****SIGNATURE:**

**5(a) MBD 4: DECLARATION OF INTEREST**

**NOTES**  
 MSCM Regulations: "in the service of the state" means to be:  
 (a) a member of:  
     (i) any municipal council.  
     (ii) any provincial legislature.  
     (iii) the national Assembly or the national Council of provinces.  
 (b) a member of the board of directors of any municipal enterprise.  
 (c) an official of any municipality or municipal enterprise.  
 (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).  
 (e) a member of the accounting authority of any national or provincial public enterprise.  
 (f) an employee of Parliament or a provincial legislature.  
 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

	Circle Applicable		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">YES</td> <td style="width: 50%; text-align: center;">NO</td> </tr> </table>	YES	NO
YES	NO		

3.8 Are you presently in the service of the state?  
 If yes, furnish particulars:  
 .....  
 .....

3.9 Have you been in the service of the state for the past twelve months?  
 If yes, furnish particulars:  
 .....  
 .....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ? If yes, furnish particulars: ..... .....	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**  
**(ALL APPLICABLE TAXES INCLUDED)**

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

	Circle Applicable	
	YES	NO
<p>1.0 Are you by law required to prepare annual financial statements for auditing?</p> <p>1.1 <b>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.</b></p>		
<p>2.0 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?</p> <p>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.</p> <p>2.2 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO
<p>3.0 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?</p> <p>3.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO
<p>4.0 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?</p> <p>4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

**5(c) MBD 6.1: PREFERENCE POINTS CLAIM**  
**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**

**1.0 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).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the **90/10 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

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

**2.0 DEFINITIONS**

2.1 **“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.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

<b><u>80 / 20 Points System</u></b>	OR	<b><u>90 / 10 Points System</u></b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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

<b><u>80 / 20 Points System</u></b>	OR	<b><u>90 / 10 Points System</u></b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$		$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends 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, the municipality 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 municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**RDP Goal: The promotion of South African owned enterprises**

**TABLE 1:** Specific Goals for the tender and maximum points for each goal are indicated per the table below.

**Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (90/10 system)	Points allocated (90/10 system)	Number of points CLAIMED (90/10 system)
RDP Goal: The promotion of South African owned enterprises.	100	10	
<b>Total CLAIMED Points (10 Maximum)</b>	<b>100%</b>	10	

Should the municipality apply a combination of Specific Goals, the **points for the individual goals** will be weighted according to the **Goal Weightings** specified in the Tender Data to arrive at the final points for **Preferential Points for Specific Goals**.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.klkj
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) 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.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

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)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

.....

.....

YES	NO
-----	----

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....

.....

**5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION****NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>9</sup> will not be construed as collusive bidding.

- 
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

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## **SECTION 5: CONDITIONS OF CONTRACT**

### **GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)**

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010)", as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

### **THE NATIONAL TREASURY**

**Republic of South Africa**



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### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

July 2010

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**1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

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

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

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

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

**6. Patent Rights**

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

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

**8. Inspections, tests and analyses**

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

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

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

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

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

**13. Incidental Services**

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

**14. Spare parts**

- 14.1 [As specified](#), the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, [unless specified otherwise](#).
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, [within the period specified](#) and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

**16. Payment**

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

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the [time schedule prescribed](#) by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - if the supplier fails to perform any other obligation(s) under the contract; or
  - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
  - the date of commencement of the restriction
  - the period of restriction; and
  - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

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

**28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

**32. Taxes and duties**

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

**33. Transfer of Contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

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

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## **SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT**

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

### SCC 1.2 **CONTRACT**

The duration of this contract is thirty-six (36) months.

### SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

### SCC 16.1 **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

### SCC 17 **PRICES**

Prices must be fixed for the first three (03) month period(s) and thereafter price adjustment will be in line with Consumer Price Indexes (CPI) as issued by STAT SA.

The application / request for price adjustment must be addressed via a signed formal letter on the service providers company letterhead. The letter must be accompanied by relevant supporting document.

### SCC 22.1 **PENALTIES**

- “If the supplier fails to deliver any or all the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, a 5% penalty of an order will be implemented.
- Failure to deliver within a day (24hours) will result in a penalty of 5% of an order value being charged.
- Further failure to deliver after two days (48hrs) will result in order being recalled and allocated to the next service provider.
- The successful bidder will be required to implement the skills development program within six months post tender award. Failure to comply with this condition will levy a monthly penalty of R 5,000.00 Excl. Vat

## **ADDITIONAL CONDITIONS OF CONTRACT**

### **PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

#### ACC2 **QUALITY OF PRODUCTS**

No inferior products will be accepted under this enquiry.

All work on the tyres including manufacturing and supply of tyres is to be performed according to the relevant SABS/SANS standard.

The following, not necessarily comprehensive, list of standard specifications is relevant for the bidder to adhere to (latest revisions to be adhered to):

- **ISO 9001:** This standard provides requirements for a quality management system, which is often implemented by tire manufacturers to ensure consistent quality and customer satisfaction.
- **ISO 10191:**

This standard details laboratory test methods for evaluating passenger car tires, including strength, bead unseating resistance, and endurance [according to ISO - International Organization for Standardization](#).

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

#### ACC3 **SATISFACTORY PERFORMANCE**

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties.

#### ACC4 **OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act:

**The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act.** The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

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**ACC5 DAMAGE TO PERSONS AND PROPERTY**

- (1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The supplier enters this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

**ACC6 SERVICE PROVIDER OFFICE REQUIREMENTS**

The service provider must have an office and carry stock within the geographical eThekweni boundary for the duration of the contract.

**ACC7 GUARANTEE**

Service Providers are required to guarantee the casing life against manufacturing defect for the minimum of two rethreads on all tyres from 16" upwards.

**ACC8 MARKING OF TYRES**

All tyres **must** be branded before delivery as per the municipality's directive. Each tyre must be uniquely identified. Service provider must embed unique chips in each tyre before delivery.

**ACC10 TEST TYRES, TUBES, VALVE STEMS AND FLAPS**

Notwithstanding anything in the foregoing, the eThekweni Municipality reserves the right to test tyres, tubes, valve stems and flaps.

**ACC11 AFTER SALES SERVICE**

Service Provider **must** provide comprehensive technical support on all aspects of tyre usage, i.e. the following reports: pre-mature tyre failure analysis and reports, load study report, road tyre performance and any other report that might be required. Stockholding of tyres within the eThekweni Municipal Area.

**ACC12 TYRE SERVICE DESCRIPTION**

**Service Providers must** indicate the tyre service description for the tyres which they would supply load index and speed rating and include illustrated brochures thereof must be submitted in hardcopy or electronic format with the tender document in colour.

**ACC13 SUBCONTRACTING**

The OEM must form a partnership and sign an agreement with the Black Business Enterprise (BBE) as defined by the legislative framework for the duration of the contract. Such agreement must cover amongst other aspects the following:

- Duration of the agreement
- Clearly defined portion of work to be performed or service to be provided

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**ACC14 SKILLS DEVELOPMENT REQUIREMENTS**

The successful bidder will be required to recruit and train individuals from below group as tyre technicians for the duration of the contract:

- A minimum of 5 Black South African Male under the age of 35,
- A minimum of 5 Black South African Female under the age of 35,

**ACC15 SKILLS DEVELOPMENT PENALTY**

The successful bidder will be required to provide training programs for the municipal employees involved in the tyre maintenance management for the duration of the contract, as and when requested.

**ACC16 TURN AROUND TIME**

The Service Provider is to deliver tyres within a day (24hrs) from the receipt of the official order.

**ACC18 METHOD OF ALLOCATING WORK**

Work will be allocated in consideration of price, quality, and operational requirements.

The intention is to allocate work to local manufactures, but in the event where tyres cannot be manufactured locally, they can then be imported under strict terms and conditions.

**ACC19 PROVISION FOR FUTURE VEHICLE TYRE REQUIREMENTS**

Service Providers are advised that during the term of the resulting contract, the Municipality may acquire new vehicles requiring tyre sizes, types, or specifications not currently listed in this tender.

The successful Service Provider will be expected to:

- a) **Supply and deliver tyres** for such future vehicle acquisitions, where such tyres are available within their standard product range or can be reasonably sourced through their supply chain;
- b) **Provide pricing** for non-listed tyre sizes on a fair and reasonable basis, subject to mutual agreement and in accordance with the terms of the contract; and
- c) **Support the contract** through the addition of new tyre sizes to the contract schedule via formal variation, as necessary.

**Service Provider should confirm their capacity and willingness to accommodate such potential future requirements as part of their submission.**

**ACC20 STOCK HOLDING: CONSIGNMENT (IMPREST) STOCK REQUIREMENTS.**

At the municipality's discretion, the service provider will be required to keep a consignment stock at the municipality's premises. This is to ensure efficiency and minimise long lead times on the delivery of tyres.

Conditions of consignment stock within eThekwini municipality premises:

- a) Stock to remain property of the supplier until issued/used by eThekwini municipality.
- b) **Bidder is responsible for:**
  - Submitting min/max stock lists
  - Checking Stock levels and replenishment
  - Shelf management
  - Labelling and identification
  - Stock rotation on "First in First Out (**FIFO**) basis.
  - Stock review frequency
  - Provision of monthly reporting.
  - Allocation of a dedicated support staff.
  - Supplying of guaranteed OEM approved tyres

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## **SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES**

### **7.1. BACKGROUND**

This tender is issued for the supply of tyres and related accessories on an “as and when required” basis for the **City Fleet Unit** of the **eThekweni Municipality**. The scope of this contract also extends to the operational needs of the **Cleansing and Solid Waste, eThekweni Water and Sanitation, Electricity, Bus Operations and Fire Department** workshops.

The eThekweni Municipality operates a fleet of approximately **8,500 vehicles**, which includes passenger cars, light delivery vehicles (LDVs), trucks, buses, midi-buses, plant and equipment. The **management, maintenance, and replacement of tyres** for this fleet is the direct responsibility of the Municipality.

### **GENERAL REQUIREMENTS**

All tyres supplied under this tender must:

- Be **new, first-grade**, and **manufactured within the last 12 months** from the date of delivery.
- Be **tubeless**, unless otherwise specified.
- Conform to the following:
  - VC8056: Covers new pneumatic tyres for passenger cars and their trailers.
  - VC8059: Covers new pneumatic tyres for commercial vehicles and their trailers.
  - SANS, ECE, DOT, SABS, or equivalent international standards.
- Be **suitable for local road and weather conditions**.
- Be of **recognised, reputable brands** with an established dealer network for after-sales support and warranties.
- Be supplied with a **minimum 12-month warranty** against manufacturing defects.
- Include **technical datasheets** and compliance certificates upon request.
- Include balancing weights and standard tyre valves where applicable

### **TYRE TYPES AND TREAD PATTERNS**

- **Steer Axle Tyres:** Rib pattern for water dispersion and directional control.
- **Drive Axle Tyres:** Lug pattern for better traction and load handling.
- **Trailer Tyres:** Balanced for rolling resistance and even wear.
- **Earthmoving (OTR) Tyres:** Classified as E3, L3, L5 depending on application (earthmover, loader, scraper, etc.).

### **REQUIRED DOCUMENTATION WITH BID**

- Product brochures and technical data sheets.
- Manufacturer’s compliance certificates (DOT, ECE, SABS, ISO).
- Warranty policy.

- Evidence of local support/service centres.
- Declaration of manufacturing date (on delivery).

### **DELIVERY CONDITIONS**

- All tyres to be delivered to designated depots which are within the eThekweni region.
- A delivery note and quality inspection certificate must accompany each batch.

#### **7.2. Common delivery depots**

- Supply, delivery and offloading of new tyres to the SCM stores at 143 Pendlebury Road Mobeni, Durban, 102 Johannes Nkosi Street and occasionally to department workshops within the eThekweni Municipal Area. Cleansing and Solid Waste at 17 Electron Road, Springfield, 4093

#### **7.3 GUARANTEE**

Service Providers are required to guarantee the casing life against manufacturing defect for the first two retreads on all tyres from 16" upwards.

Tyres be supplied with a **minimum 12-month warranty** against manufacturing defects.

#### **7.4 MARKING/TRACKING OF TYRES**

- a) Bidder to provide a remote solution for tyre and rim tracking.
- b) The bidder must provide a tracking device that can be installed in the tyre and the rim and be remotely tracked in case of theft.
- c) The device must be vulcanised/camouflaged on the inside of the tyre and welded/mounted on the rim.
- d) Tracking device shall be passive or self-powered.
- e) Remote tracking must be offered either via a device on the vehicle or another form of monitoring.
- f) Identification tags to be also implemented on the exterior of the tyre such as unique branding, barcode and/or QR code.
- g) Solution shall be provided in the form of a product catalogue.

#### **7.5 TYRE SERVICE DESCRIPTION**

**Service Providers must** indicate the tyre service description for the tyres which they would supply (load index and speed rating and include illustrated brochures thereof must be submitted in either hardcopy or electronic format with the tender document, preferably in colour).

#### **7.6 TURN AROUND TIME**

The Service Provider is to deliver tyres within twenty-four (24hrs) from the receipt of the official order.

**SECTION 8: SCHEDULE OF RATES / ACTIVITIES**

The tables below shall be used for evaluation purposes for various categories of tyres submitted by the bidders:

<b>Tyre Marking and Tracking</b>	
<b>Item Description</b>	<b>Price Excl. VAT</b>
Tracking device per tyre	
Tracking device per rim	
Remote monitoring device/interface	
Monthly maintenance cost for remote tracking services	
<b>Cosmetic identification:</b>	
<ul style="list-style-type: none"> <li>• QR code</li> </ul>	
<ul style="list-style-type: none"> <li>• Coloured Side Wall</li> </ul>	
<ul style="list-style-type: none"> <li>• Coloured Side Wall</li> </ul>	
<ul style="list-style-type: none"> <li>• Unique letter and number branding</li> </ul>	
<ul style="list-style-type: none"> <li>• Barcode</li> </ul>	

**SECTION 8: SCHEDULE OF RATES / ACTIVITIES**

<b>SECTION A: LOCALLY MANUFACTURED TYRES (PREMIUM BRANDS ONLY)</b>							
<b>ITEM NUMBER</b>	<b>SIZE</b>	<b>VEHICLE/PLANT APPLICATION</b>	<b>DESIGN</b>	<b>POSITION</b>	<b>TERRAIN</b>	<b>Tyre Service Description (Load index and speed rating)</b>	<b>Unit Price Including VAT</b>
A1	11R22.5	TRUCK BUDGET		DRIVE	ON ROAD		
A2	11R22.5	TRUCK BUDGET	DP	ALL	ON /OFF		
A3	11R22.5	TRUCK PREMIUM		STEER	ON ROAD		
A4	11R22.5	TRUCK PREMIUM		DRIVE	ON ROAD		
A5	11R22.5	TRUCK PREMIUM		ALL	ON /OFF		
A6	11R22.5	TRUCK/BUS BUDGET		STEER	ON ROAD		
A7	11R22.5	TRUCK BUDGET	DP	ALL	ON /OFF		
A8	12R22.5	BUS COMMUTER PREMIUM		STEER	ON ROAD		
A9	12R22.5	BUS COMMUTER PREMIUM		DRIVE	ON ROAD		
A10	12R22.5	TRUCK		DRIVE	ON ROAD		
A11	12R22.5	TRUCK		STEER	ON ROAD		
A12	12R22.5	BUS COMMUTER PREMIUM		ALL	ON ROAD		
A13	12R22.5	TRUCK		ALL	ON/OFF ROAD		
A14	145/80R10	PASSENGER	H/WAY	ALL	H/WAY		

**SECTION A: LOCALLY MANUFACTURED TYRES (PREMIUM BRANDS ONLY)**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
A15	155/80R12	PASSENGER	H/WAY	ALL	H/WAY		
A16	155/80R13	PASSANGER		ALL			
A17	165/80R13	PASSENGER					
A18	175/65R14	BAKKIE		ALL			
A19	175/70R14	BAKKIE					
A20	175/80R14	BAKKIE					
A21	185/60 x 14	PASSENGER		ALL			
A22	185/60R14	PASSANGER		ALL			
A23	185/60R15	PASSENGER		ALL			
A24	185/65R14	BAKKIE		ALL			
A25	185/65R15	PASSENGER	H/WAY	ALL	H/WAY		
A26	185/70R14	PASSENGER	H/WAY	ALL	H/WAY		
A27	185/80R14	PASSENGER	H/WAY	ALL	H/WAY		
A28	195/55R	PASSENGER		ALL			
A29	195/60R15	PASSENGER		ALL			
A30	195/65R15	PASSENGER		ALL			
A31	195/70 x 15	PASSENGER		ALL			
A32	195/75R16	PASSENGER		ALL			
A33	195R14C	BAKKIE		ALL			
A34	195R15	LIGHT TRUCK		ALL			
A35	205/55R16	LIGHT TRUCK		ALL			
A36	205/65 R16	LIGHT TRUCK		ALL			
A37	205/65 R16	LIGHT TRUCK		ALL	OFF ROAD		
A38	205/65R15	PASSENGER	H/WAY	ALL	H/WAY		
A39	205/70R15	LIGHT TRUCK		ALL			
A40	205/75R16C	LIGHT TRUCK					
A40	205R14C	LIGHT TRUCK		ALL			
A41	205R16	LIGHT TRUCK		ALL			
A42	215/55R16	SUV	H/WAY	ALL	H/WAY		

**SECTION A: LOCALLY MANUFACTURED TYRES (PREMIUM BRANDS ONLY)**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
A43	215/60R17	SUV	H/WAY	ALL	H/WAY		
A44	215/65R16	SUV	H/WAY	ALL	H/WAY		
A45	215/75R16	SUV	H/WAY	ALL	H/WAY		
A46	215/75R17.5	SUV		STEER			
A47	215R15C	LIGHT TRUCK		ALL			
A48	225/40R18	PASSANGER		ALL			
A49	225/40R18	PASSENGER	H/WAY	ALL	RUN FLAT		
A50	225/45R17	PASSANGER		ALL			
A51	225/45R18	PASSENGER					
A52	225/48/R18	PASSENGER					
A53	225/50R17	PASSENGER		ALL			
A54	225/50R17	PASSENGER		ALL	RUN FLAT		
A55	225/55R16	PASSENGER		ALL			
A56	225/55R16	PASSENGER		ALL	RUN FLAT		
A57	225/60R16	PASSENGER					
A58	225/70R15	SUV		ALL			
A59	225/70R17	SUV					
A60	225/70R19.5	TRUCK		STEER			
A61	235/55R17	SUV					
A62	235/65R16	SUV					
A63	235/75R17.5	SUV					
A64	235/75R17.5	SUV					
A65	235/85R16	SUV		ALL			
A66	245/40R20	PASSENGER					
A67	245/45R18	PASSENGER					
A68	245/45R18	PASSENGER					

**SECTION A: LOCALLY MANUFACTURED TYRES (PREMIUM BRANDS ONLY)**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
A69	245/70R16	LIGHT TRUCK		ALL			
A70	245/70R16	LIGHT TRUCK		ALL	OFF ROAD		
A71	245/75R15	LIGHT TRUCK		ALL			
A72	245/75R16	LIGHT TRUCK		ALL			
A73	245R15	LIGHT TRUCK		ALL			
A74	255/70R16	LIGHT TRUCK	4X4	ALL	4X4		
A75	225/60R18	SUV		ALL			
A76	225/60R18	SUV		ALL	RUN PLAT		
A77	255/70R22.5	TRAILER		ALL			
A78	265/60R18	LIGHT TRUCK		ALL			
A79	265/60R18	LIGHT TRUCK		ALL	OFF ROAD		
A80	265/65R17	LIGHT TRUCK		ALL			
A81	265/65R17	LIGHT TRUCK		ALL	OFF ROAD		
A82	265/70 R19.5	TRUCK/BUS		STEER			
A83	265/70 R19.5	TRUCK		DRIVE			
A84	265/70R16	BAKKIE		ALL			
A84	265/70R16	TRUCK					
A85	265/75R16	LIGHT TRUCK					
A86	275/70R16	LIGHT TRUCK		ALL			
A87	275/70R16	LIGHT TRUCK		ALL	OFF ROAD		
A88	285/60R22.5	TRAILER					

**SECTION A: LOCALLY MANUFACTURED TYRES (PREMIUM BRANDS ONLY)**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
A89	285/70R19.5	TRUCK		STEER			
A90	295/60R22.5	TRUCK					
A91	295/80R22.5	TRUCK/BUS		STEER			
A92	295/80RX 22.5	TRUCK		DRIVE			
A93	295/80RX 22.5	TRUCK/BUS		ALL			
A94	30X9.5R15	TRUCK	DP	ALL			
A95	315/80R22.5	TRUCK		DRIVE			
A96	315/80R22.5	TRUCK					
A97	315/80R22.5	TRUCK/BUS	ON ROAD	STEER			
A98	315/80R22.5	TRUCK/BUS		ALL			
A99	315/80R22.5	TRUCK/BUS		ALL			
A100	31X10.5R15	TRUCK					
A100	33/12.50-15	SUV					
A101	385/65R X 22.5	TRUCK	DP	STEER			
A102	385/65R X 22.5	TRUCK	DP	All			
A103	385/65R22.5	TRUCK		STEER			
A104	7:50R16	TRAILER		ALL			

**SECTION A: LOCALLY MANUFACTURED TYRES (PREMIUM BRANDS ONLY)**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
A105	700R16	LIGHT TRUCK					
A106	750-16	LIGHT TRUCK		ALL			
A107	750-16	LIGHT TRUCK					
A108	750-16	TRACTOR		STEER			
A109	750R16	LIGHT TRUCK		ALL			
A110	750R16	LIGHT TRUCK		ALL			
A111	750R16	LIGHT TRUCK		ALL			
A112	760-16	LIGHT TRUCK		ALL			
A113	825R16	LIGHT TRUCK		ALL			
A114	825R16	LIGHT TRUCK	H/WAY	ALL	H/WAY		

**SECTION B: IMPORT MANUFACTURED TYRES****SECTION B: IMPORT MANUFACTURED TYRES**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
B1	1400 x 24 NEW 12 PLY	GRADER					
B2	1400 x 24 NEW 12 PLY	GRADER					

**SECTION B: IMPORT MANUFACTURED TYRES**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
B3	10.50/80-18 NEW 10 PLY	TRACTOR		STEER			
B4	1000R15	TRAILER		ALL			
B5	1000X20	TRUCK		ALL			
B6	10-16.5 NHS NEW 8 PLY	LOADER	INDUSTRIAL				
B7	10R17.5 NEW STEEL RADIAL	TRUCK		STEER			
B8	10R17.5 NEW STEEL RADIAL	TRUCK					
B9	10R22.5	TRUCK/BUS BUDGET	DP	ALL	ON /OFF		
B10	1100-20	TRUCK TYRE					
B11	12.4-24	TRACTOR					
B12	12.4-24 NEW 6 PLY	TRACTOR		DRIVE			
B13	12.5/80-18	TRACTOR		STEER			
B14	12.5/80X18	TRACTOR		ALL			
B15	1200R20	TRUCK		ALL			
B16	1200R20	TRUCK		ALL			
B17	12-16.5	INDUSTRIAL	INDUSTRIAL				
B18	13./80 x 20 smooth	INDUSTRIAL					
B19	14.9 x 24	TRUCK					
B20	1400R 20	TRUCK		ALL	ON/OFF		
B21	145/80R10	PASSENGER	H/WAY	ALL	H/WAY		
B22	155/80R12	PASSENGER	H/WAY	ALL	H/WAY		

<b>SECTION B: IMPORT MANUFACTURED TYRES</b>							
<b>ITEM NUMBER</b>	<b>SIZE</b>	<b>VEHICLE/PLANT APPLICATION</b>	<b>DESIGN</b>	<b>POSITION</b>	<b>TERRAIN</b>	<b>Tyre Service Description (Load index and speed rating)</b>	<b>Unit Price Including VAT</b>
B23	155/80R13	PASSANGER		ALL			
B24	16.0/70-20	TRACTOR		STEER			
B25	16.9/14 -28	TRACTOR	INDUSTRIAL	DRIVE			
B26	16.9/14-30	TRACTOR	FIELD AND ROAD	DRIVE			
B27	16.9-28	EARTMOVER					
B28	16.9-30	TRACTOR		ALL			
B29	16.9R30	TRACTOR		ALL			
B30	17.5R25	EARTHMOVER					
B31	18.4/15-30	TRACTOR		DRIVE			
B32	18.4-26	TRACTOR	INDUSTRIAL	DRIVE			
B33	195R15	LIGHT TRUCK		ALL			
B34	20.5- 25	EARTMOVER					
B35	20.5-25	EARTHMOVER	OFF ROAD	ALL	OFF		
B36	205/70R15	LIGHT TRUCK		ALL			
B37	205/75R16C	LIGHT TRUCK					
B38	205R14C	LIGHT TRUCK		ALL			
B39	205R16	LIGHT TRUCK		ALL			
B40	215R15C	LIGHT TRUCK		ALL			
B41	225/70R19.5	TRUCK		STEER			
B42	23.5R 25	EARTHMOVER					
B43	245/70R16	LIGHT TRUCK		ALL			
B44	245/70R16	LIGHT TRUCK		ALL	OFF ROAD		
B45	245/75R15	LIGHT TRUCK		ALL			
B46	245/75R16	LIGHT TRUCK		ALL			
B47	245R15	LIGHT TRUCK		ALL			
B48	255/70R16	LIGHT TRUCK	4X4	ALL	4X4		

**SECTION B: IMPORT MANUFACTURED TYRES**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
B49	255/70R22.5	TRAILER		ALL			
B50	26.5 X 25	EARTHMOVER		ALL	OFF		
B51	265/50R20	LIGHT TRUCK					
B52	265/60R18	LIGHT TRUCK		ALL			
B53	265/60R18	LIGHT TRUCK		ALL	OFF ROAD		
B54	265/65R17	LIGHT TRUCK		ALL			
B55	265/65R17	LIGHT TRUCK		ALL	OFF ROAD		
B56	265/70 R19.5	TRUCK/BUS		STEER			
B57	265/70 R19.5	TRUCK		DRIVE			
B58	265/70R16	TRUCK					
B59	265/70R19.5	TRUCK	DP	ALL			
B60	265/75R16	LIGHT TRUCK					
B61	265/75R19.5	LIGHT TRUCK	DP	ALL			
B62	275/35R20	LIGHT TRUCK		ALL			
B63	275/70R16	LIGHT TRUCK		ALL			
B64	275/70R16	LIGHT TRUCK		ALL	OFF ROAD		
B65	275/70R22.5	LIGHT TRUCK		ALL			
B66	27X8.5-15	QUERY		NHS			
B67	285/60R22.5	TRAILER					

**SECTION B: IMPORT MANUFACTURED TYRES**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
B68	285/70R19.5	TRUCK		STEER			
B69	295/60R22.5	TRUCK					
B70	295/80R22.5	TRUCK/BUS		STEER			
B71	295/80RX 22.5	TRUCK		DRIVE			
B72	295/80RX 22.5	TRUCK/BUS		ALL			
B73	30X9.5R15	TRUCK	DP	ALL			
B74	315/80R22.5	TRUCK		DRIVE			
B75	315/80R22.5	TRUCK					
B76	315/80R22.5	TRUCK/BUS	ON ROAD	STEER			
B77	315/80R22.5	TRUCK/BUS		ALL			
B78	315/80R22.5	TRUCK/BUS		ALL			
B79	31X10.5R15	TRUCK					
B80	385/65R X 22.5	TRUCK	DP	STEER			
B81	385/65R X 22.5	TRUCK	DP	All			
B82	385/65R22.5	TRUCK		STEER			
B83	600-14	LIGHT TRUCK					

**SECTION B: IMPORT MANUFACTURED TYRES**

ITEM NUMBER	SIZE	VEHICLE/PLANT APPLICATION	DESIGN	POSITION	TERRAIN	Tyre Service Description (Load index and speed rating)	Unit Price Including VAT
B84	7:50R16	TRAILER		ALL			
B85	700-15	TRACTOR					
B86	700R16	LIGHT TRUCK					
B87	750/65R25	EARTHMOVER					
B88	750-16	LIGHT TRUCK		ALL			
B89	750-16	TRACTOR RIB TYRE					
B90	750-16	LIGHT TRUCK					
B91	750-16	TRACTOR		STEER			
B92	750R16	LIGHT TRUCK		ALL			
B93	750R16	LIGHT TRUCK		ALL			
B94	750R16	LIGHT TRUCK		ALL			
B95	760-16	LIGHT TRUCK		ALL			
B96	825-20	LIGHT TRUCK		ALL			
B97	825R16	LIGHT TRUCK		ALL			
B98	825R16	LIGHT TRUCK	H/WAY	ALL	H/WAY		
B99	9.00-16	TRACTOR	H/WAY	STEER			
B100	9.00-20	TRUCK					
B101	9.00R20	TRUCK	H/WAY	ALL	H/WAY		
B102	900R20	TRUCK		ALL			

<b>SECTION B: IMPORT MANUFACTURED TYRES</b>							
<b>ITEM NUMBER</b>	<b>SIZE</b>	<b>VEHICLE/PLANT APPLICATION</b>	<b>DESIGN</b>	<b>POSITION</b>	<b>TERRAIN</b>	<b>Tyre Service Description (Load index and speed rating)</b>	<b>Unit Price Including VAT</b>
B103	155R12 C	Double axle Machine Trailer		ALL			
B104	195R14 C	Double axle Machine Trailer		ALL			
B105	6.00-14 LT	Machine Trailer		ALL			
B106	7.50 R16	Toilet Trailer		ALL			
B107	195R14 TL	Beach trailer for Rubber duct.		ALL			
B108	155/80 R13	Jet Skid Trailer		ALL			
B109	155/80 R13	Scag Trailer		All			
B110	7.50 R16 LT	275 Massey Ferguson Tractor		STEER			
B111	16.9-30	275 Massey Ferguson Tractor		DRIVE			
B112	6.00-16	240 Massey Ferguson Tractor		STEER			
B113	14.9-24 R3	240 Massey Ferguson Tractor		DRIVE			
B114	14,9-24 / 13-24	240 Massey Ferguson Tractor		DRIVE			
B115	7.00 R16 LT	TT75 New Holland Tractor		STEER			
B116	16.9-30	TT75 New Holland Tractor		DRIVE			

<b>SECTION B: IMPORT MANUFACTURED TYRES</b>							
<b>ITEM NUMBER</b>	<b>SIZE</b>	<b>VEHICLE/PLANT APPLICATION</b>	<b>DESIGN</b>	<b>POSITION</b>	<b>TERRAIN</b>	<b>Tyre Service Description (Load index and speed rating)</b>	<b>Unit Price Including VAT</b>
B117	14.00-24	TN55 New Holland Tractor		DRIVE			
B118	7.50 R16 LT	TN55 New Holland Tractor		STEER			
B119	16.9-28 / 14-28	55-56 New Holland Tractor		DRIVE			
B120	7.50 R16 SL	55-56 New Holland Tractor		STEER			
B121	16.9-28 / 14-28	3630 New Holland Tractor		DRIVE			
B122	7.50 R16 SL	3630 New Holland Tractor		STEER			
B123	18.4-30	5630 New Holland Tractor		DRIVE			
B124	7.50 R16 SL	5630 New Holland Tractor		STEER			
B125	480 /70 R34	Landin Super 100 Tractor		DRIVE			
B126	380/70 R24	Landin Super 100 Tractor		STEER			
B127	480/70 R38	Landin Super 125 Force Tractor		DRIVE			
B128	420/70 R24	Landin Super 125 Force Tractor		DRIVE			
B129	155/80 R13	STEM GRINDER		ALL			
B130	235/75 R17.5	Morbak Chipper		ALL			
B131	23.5 R25 (E4)						

<b>SECTION B: IMPORT MANUFACTURED TYRES</b>							
<b>ITEM NUMBER</b>	<b>SIZE</b>	<b>VEHICLE/PLANT APPLICATION</b>	<b>DESIGN</b>	<b>POSITION</b>	<b>TERRAIN</b>	<b>Tyre Service Description (Load index and speed rating)</b>	<b>Unit Price Including VAT</b>
B132	23.5 R25 (L5)						
B133	26.5 R25 (L5)						
B134	20.5R25 (L5)						
B135	AT 25X10-12	Yamaha grizzly quad bike		ALL			
B136	AT 22X11-10 (278/60-10)	Yamaha grizzly quad bike		REAR			
B137	AT 22X7-10 (175/80-10)	Yamaha grizzly quad bike		STEER			
B138	AT25X8-8	Suzuki King quad 750 Front		STEER			
B139	AT25X8-8	Suzuki King quad 750 Rear		REAR			
B140	18 X 8.50-8	Club Car		ALL			
B141	20x10.00-10	Club Car Carryl 500		ALL			
B142	23x10.50-12	Club Car Turf 272 Carryl		ALL			
B143	18x8.50-8	Club car, CE 136		ALL			
B144	600- 9	Forklift TCM18FB-V11		STEER			

<b>SECTION B: IMPORT MANUFACTURED TYRES</b>							
<b>ITEM NUMBER</b>	<b>SIZE</b>	<b>VEHICLE/PLANT APPLICATION</b>	<b>DESIGN</b>	<b>POSITION</b>	<b>TERRAIN</b>	<b>Tyre Service Description (Load index and speed rating)</b>	<b>Unit Price Including VAT</b>
B145	16-6-8	Forklift TCM18FB-V11 Rear		REAR			
B146	8.25-15 (6.5)	Forklift		STEER			
B147	8.25-15 (6.5)	Forklift		REAR			
B148	10-16.5	Forklift		ALL			
B149	28X9-15	Forklift - KEMACH		STEER			
B150	6.50-10	Forklift KEMACH		REAR			

**SECTION C: CONSUMABLES**

NO.	ITEM NO.	ITEM	Unit Price including VAT
C1	8666610TN1	700/750/825X16 FLAP	
C2	8666620TN1	900R20 FLAP	
C3	8666260TN1	750R16 TUBE	
C4	8666420TN1	900R20 TUBE	
C5	8666573	16.9/14R28 TUBE	
C6	8666656	RING"O" T25 THIN	
C7	8666657	RING"O"325-T THICK	
C8	8666661	PLUG FOR T/LESS	
C9	8666662	FLUID VALC.FOR PATCH 200ML	
C10	8666682	VALVE STEM TRJ650 FOR 1400R24	
C11	8666684	VALVE STEM TR622A FOR 17.5R25	
C12	8666686	VALVE STEM TR618A FOR 16.9R28	
C13	8666699	EXTENSION VALVE 150MM METAL	
C14	8666710	VALVE STEM T/LESS LONG BRASS 767	
C15	8666711	T/LESS AIT LIQUID VALVE TR622A	
C16	8666712	VALVE STEM TE572	
C17	8666713	VALVE STEM T/LESS SHORT BRASS	
C18	8666724	PATCH T2 NOT APASEAL TYPE	
C19	8666733	PATCH T3 NOT APASEAL TYPE	
C20	8666742	VALVE STEM TUBELESS 35MM TR418	
C21	8666813	VALVE CAP PLASTIC PACK (100) =1	
C22	8666822	VALVE CAP SCREW TYE PKT (100) =1	
C23	8666857	UNI-SEAL MUSHROOM PLUG 3MM	

C24	8666858	UNI-SEAL MUSHROOM PLUGS 6MM	
C25	8666859	VALVE CORE SHORT HEAT RES PKT (100)	
C26	8666868	VALVE TOOL HANDLE TYPE	
C27	8666802	WEIGHT LIGHT TRUCK 85GRAM	
C28	8666904	WEIGHT LIGHT TRUCK 170GRAM	
C29	8666909	WEIGHT CAR 25 GRAM	
C30	8666911	WEIGHT STICK ON SLIMLINE PKT	
C31	8666917	WEIGHT 35 GRAM CLIP ON-MAG WHEEL	
C32	8666918	WEIGHT 40 GRAM CLIP ON-MAG WHEEL	
C33	8666920	WEIGHT TRUCK 85 GRAM PKT	
C34	8666921	WEIGHT CAR 30 GRAM PKT	
C35	8666922	WEIGHT CAR 35 GRAM PKT	
C36	8666923	WEIGHT CAR 45 GRAM PKT	
C37	8666924	WEIGHT CAR 50 GRAM PKT	
C38	8666925	WEIGHT CAR 60 GRAM PKT	
C39	8666926	WEIGHT CAR 70 GRAM PKT	
C40	8666927	WEIGHT CAR 80 GRAM PKT	
C41	8666928	WEIGHT CAR 90 GRAM PKT	
C42	8666929	WEIGHT CAR 100 GRAM PKT	
C43	8666930	WEIGHT CAR 115 GRAM PKT	
C44	8666931	WEIGHT CAR 20 GRAM PKT	
C45	8666970	WEIGHT CAR 170 GRAM PKT	
C46	8666950	WEIGHT CAR 230 GRAM PKT	
C47	8666704	LUBRICANT TYRE MAXI BEAD 25KG THICK	
C48	8666900	LUBRICANT TYRE GLIDE 5LT LIQUID	

**SECTION 9 : OFFICIAL TENDER FORM**

**Part A: OFFER BY TENDERER** - In response to **Tender Number : 35350-1J** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

**Completion of the following is compulsory. Failure to declare the following will invalidate your offer.**

**Declaration of Interest**

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship				

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

\* Signature :

\* Name (*capitals*):

Date:

Capacity:

\* Name of Business:

Tel:

Address:

Fax:

\* Denotes Mandatory Information

**Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender**

**Part B: ACCEPTANCE BY PURCHASER** - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (*capitals*):

Date:

Capacity:

**SECTION 10: ANNEXURES**

As required.