



BIDDER DETAILS FOR THE MPO/07/2026 – PANEL OF CAR HIRE SERVICE FOR 36 MONTHS

Name of Bidder: _____

CIPC Registration: _____

CSD Number: MAAA _____

Tax Number: _____

VAT Number: _____

Contact Number: _____

Email Address: _____

Contact Person: _____

Total Bid Price for 36 months: _____ (VAT Inclusive)

BID NAME: PANEL OF CAR HIRE SERVICES

BID NUMBER: MPO/07/2026

CLOSING DATE: 31 AUGUST 2026

CLOSING TIME: 12H00

BID OPENING VENUE: MPOFANA LOCAL MUNICIPALITY, 10 CLAUGHTON TERRACE

ENQUIRIES: SCM OFFICE – scm.office@mpofana.gov.za (033)-263 7701/7714

TECHNICAL ENQUIRIES: Mr. Mhlengi Sithole- mhlengi.sithole@mpofana.gov.za (033)-263 7717

BID ADVERTISEMENT

Service Providers are hereby invited to bid to Mpofana Local Municipality for the following bid:

BID No.	BID DESCRIPTION	BRIEFING MEETING	EVALUATION CRITERIA
MPO/07/2026	Appointment of a Panel of Car Hire Services for 36 months	Not Applicable	

ALL BIDS MUST COMPLY WITH THE FOLLOWING CONDITIONS:

- Requirements for sealing, delivery, opening and assessment of bids are stated in the bid document;
- Emailed, telefaxed or late bids WILL NOT be accepted;
- It is the responsibility of the bidder to ensure that the bid reaches the municipality on or before the closing date and time;
- Bids may only be submitted on the bid document as provided by the Mpofana Local Municipality.
- Use of Tip-ex is not allowed on the bid document;
- Bid document completed in pencil will be regarded as invalid;
- No page(s) may be removed from the original bid document;
- All forms must be completed and MUST NOT be amended in any way whatsoever;
- If any of the forms, or portion of any form, is not applicable, please indicate by marking N/A

The following Municipal Documents are compulsory and must be included in the bid document:

- Advertisement;
- Specification / Terms of Reference;
- MBD 1: Invitation to Bid;
- MBD 2: Tax Requirements;
- MBD 4: Declaration of Interest;
- MBD 6.1.: Preference Point Claim Form;
- MBD 8: Declaration of Bidders' past SCM Practices;
- MBD 9: Certificate of Independent Bid Determination;
- Central Supply Database (CSD) summary report;
- Company Registration Document (CIPC);
- Proof of municipal rates and services (3 months UpToDate) or Lease Agreement (Signed);
- Vehicle Registration Documents (NaTIS) for vehicles being offered;
- Proof of insurance (comprehensive cover).

Mpofana Local Municipality is not obliged to accept the lowest of any quotation.

TENDER DOCUMENTS

Tender documents will be available from 04 August 2026 and may be downloaded free of charge from the Mpofana Local Municipality official website www.mpofana.gov.za and the National Treasury eTender Publication Portal on <https://www.etenders.gov.za>. Alternatively, bidders may request the tender documents by sending an email to the Supply Chain Management Unit at scm.office@mpofana.gov.za.

CLOSING DATE

Completed bid documents, clearly marked with the relevant bid number and description, must be deposited in the official tender box situated at: **Mpofana Local Municipality, 10 Claughton Terrace, Mooi River 3300. Bids must be submitted on or before the closing date and time on 31 August 2026, 12h00.**

Note: Late, faxed, emailed or electronically submitted bids will not be accepted.

Dr. E.H. Dladla (Municipal Manager – Mpofana Local Municipality)

FORM OF OFFER AND ACCEPTANCE OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for: **PANEL OF CAR HIRE SERVICE FOR 36 MONTHS – BID# MPO/07/2026.**

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

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

THE OFFERED TOTAL PRICE FOR 36 MONTHS INCLUSIVE OF VAT IS

RANDS (IN WORDS); R_____ (IN FIGURES).

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

FOR THE BIDDER

Signature: _____ Date: ____/____/2026

Full Name: _____

Capacity: _____

Company Name: _____

Physical Address: _____

BIDDER WITNESS

Signature: _____ Date: ____/____/2026

Full Name: _____

Capacity: _____

ACCEPTANCE

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

The Terms of the contract are contained in:

Part 1: Agreement and contract data (which includes this agreement)

Part 2: Pricing data;

Part 3: Scope of Work;

Part 4: Briefing Session.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the bidder

and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

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

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

FOR THE EMPLOYER

Signature: _____

Date: ____/____/ 2026

Full Name: ELPHAS DLADLA

Capacity: MUNICIPAL MANAGER (MM)

Company Name: MPOFANA LOCAL MUNICIPALITY

Physical Address: 10 CLAUGHTON TERRACE, MOOI-RIVER, 3300

EMPLOYER WITNESS

Signature: _____

Date: ____/____/ 2026

Full Name: NTANDO DUMA

Capacity: CHIEF FINANCIAL OFFICER (CFO)

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	MPO/07/2026	CLOSING DATE:	31 AUGUST 2026	CLOSING TIME:	12:00
DESCRIPTION	PANEL OF CAR HIRE SERVICES FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT 10 CLAUGHTON TERRACE, MOOI RIVER, 3300

SUPPLIER INFORMATION					
NAME OF BIDDER					
PHYSICAL ADDRESS					
CONTACT NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED to QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE		DEPARTMENT	CORPORATE - FLEET	
CONTACT PERSON	SCM OFFICE		CONTACT PERSON	SANDY GOVENDER	
TELEPHONE NUMBER	(033)-263 7701/7714		TELEPHONE NUMBER	033 263 7765	
E-MAIL ADDRESS	scm.office@mpofana.gov.za		EMAIL ADDRESS	Sandy.govender@mpofana.gov.za	

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

A	B	C	D	E
Company	Partnership	Joint Venture	Sole Proprietor	Close Corporation

A. Certificate for Company

I, _____ chairperson of the board of _____, hereby confirm that by resolution of the board (copy attached) taken on _____ 20____, Mr/Ms _____ acting in the capacity of _____, was authorised to sign all documents in connection with this bid for Contract No. **MPO/07/2026** and any contract resulting from it on behalf of the company.

As witnesses:

1. _____ Chairman: _____
2. _____ Date: _____

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as _____, hereby authorize Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with this bid for Contract No **MPO/07/2026** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise Mr/Ms _____, authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with this bid for Contract No. **MPO/07/2026** and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

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

As witnesses:

1. _____

Sole Owner: _____

2. _____

Date: _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as _____, hereby authorise Mr/Ms _____ acting in the capacity of _____, to sign all to sign all documents in connection with this bid for Contract No MPO/07/2026 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. To meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Attach valid Tax Clearance Certificates or a PIN issued by SARS to this page.

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SIGNATURE OF BIDDER: _____

DATE: _____

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with people 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 authorized representative declare their position in relation to the evaluating/adjudicating authority.
- 3 To give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative: _____

3.2 Identity Number: _____

3.3 Position occupied in the Company (director, trustee, shareholder²): _____

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, their individual identity numbers, and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars:

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or provincial legislature.

3.9 Have you been in the State service for the past twelve months?

YES / NO

3.9.1 If yes, furnish particulars.

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

3.10.1 If yes, furnish particulars.

3.11 Are you aware of any relationship (family, friend, other) between 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 **YES / NO**

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether they are bidding for this contract **YES / NO**

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State EmployeeNumber

BIDDER SIGNATURE: _____

CAPACITY: _____

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Owned	10	
100% Black Woman Owned	05	
Disability	05	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm: _____

4.3. Company registration number: _____

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less 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.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
PHYSICAL ADDRESS:	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

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

BIDDER SIGNATURE: _____

CAPACITY: _____

INITIALS: _____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: _____ (Bid Description) in response to the invitation for the bid made by: **MPOFANA LOCAL MUNICIPALITY** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
 _____ (Name of Bidder)

1. I have read and 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 this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, before 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, suspicious bids 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.

BIDDER SIGNATURE: _____

CAPACITY: _____

COMPANY NAME: _____

DATE: ____/____/2026

DECLARATION BY THE BANK MANAGER

NAME OF BIDDER: _____

BANK NAME: _____

ACCOUNT NUMBER: _____

ACCOUNT TYPE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

BRANCH CONTACT PERSON: _____

This is to certify that the Bidder has sufficient good standing with this bank that he will, in my opinion, be financially able to complete a contract of R _____ over the bided duration of _____ weeks. In addition, we confirm that, for the enquiry, the Bidder is rated Code ____

BANK STAMP

INITIALS: _____

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Mrs/Ms.
 _____, authorised signatory of the company, close corporation or partnership
 _____, acting in the capacity of lead partner, to sign all documents in connection with
 the bid offer and any contract resulting from it on our behalf.

FIRM NAME	PHYSICAL ADDRESS	AUTHORISED SIGNATORY
LEAD PARTNER:		Signature: _____ Initials & Surname: _____ Designation: _____
		Signature: _____ Initials & Surname: _____ Designation: _____

Note: a copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner shall be appended to this schedule.

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The bidder shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work. The acceptance of his bid shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all the sub-contractors not be approved subsequently to acceptance of the bid, this shall in no way invalidate this bid. Furthermore, the bid unit rates of the various items of work shall remain final and binding.

No.	PROPOSED SUB-CONTRACTOR	PART OR TYPE OF WORK	PHYSICAL ADDRESS OF PROPOSED SUB-CONTRACTOR	CONTACT DETAILS	VALUE OF WORK (R)
1					
2					
3					
4					
5					
TOTAL VALUE OF WORK(S) TO BE SUB-CONTRACTED					R

Bidders are requested to furnish certified copies of the proposed subcontractor's CIPC as well as certified copies of the owner's identity document along with this bid.

SIGNED ON BEHALF OF BIDDER: _____

EXPERIENCE OF BIDDER

MUNICIPALITY NAME, CONTACT PERSON & TELEPHONE NUMBER		DESCRIPTION OF WORK	VALUE OF WORK (VAT INCL)	COMPLETION DATE

A separate schedule, clearly referenced, may be inserted here. Bidders must have specific experience and submit at least two recent references (in the form of written proof(s) on municipality's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, and email addresses) of similar work undertaken.

SIGNATURE ON BEHALF OF BIDDER: _____ **DATE:** _____

CONTRACT FORM – RENDERING OF SERVICES

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

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

I hereby undertake to render services described in the attached bidding documents to (name of institution) _____ in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number **MPO/07/2026** at the price's quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

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

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

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

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

I confirm that I am duly authorised to sign this contract

NAME: _____

WITNESS NAME: _____

CAPACITY: _____

SIGNATURE: _____

SIGNATURE: _____

FIRM NAME: _____

DATE: _____

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I, _____ in my capacity as _____
accept your bid under reference number _____ dated _____ for
the rendering of services indicted hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

I confirm that I am duly authorised to sign this contract

SIGNED AT _____ ON _____

NAME: _____ WITNESS NAME: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____

OFFICIAL STAMP

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Enterprise Name: _____

Section 2: VAT Registration no. (if applicable): _____

Section 3: Particulars of sole Proprietors and partners in partnerships

NAME*	IDENTITY NUMBER**	PERSONAL INCOME TAX NUMBER*

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

Section 4: Particulars of companies and close corporations

Company registration number: _____

Close Corporation number: _____

Tax Reference number: _____

Section 5: Record of service of the state

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

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

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

NAME OF SOLE PROPRIETOR, PARTNER, DIRECTOR, MANAGER, PRINCIPAL SHAREHOLDER OR STAKEHOLDER	NAME OF INSTITUTION, PUBLIC OFFICE, BOARD OR ORGAN OF STATE AND POSITION HELD	STATUS OF SERVICE (TICK APPROPRIATE COLUMN)	
		CURRENT	WITHIN LAST 12 MONTHS

SECTION 6: RECORD OF SPOUSE, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

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

NAME OF SOLE PROPRIETOR, PARTNER, DIRECTOR, MANAGER, PRINCIPAL SHAREHOLDER OR STAKEHOLDER	NAME OF INSTITUTION, PUBLIC OFFICE, BOARD OR ORGAN OF STATE AND POSITION HELD	STATUS OF SERVICE (TICK APPROPRIATE COLUMN)	
		CURRENT	WITHIN LAST 12 MONTHS

Insert separate page if necessary

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

- Authorises the Employer to obtain a tax clearance certificate from the South African Revenue Service that my/our tax matters are in order.
- Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- Confirm that no partner, member, director or other person, who wholly or partial exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- Confirm that I/we are not associated, linked or involved with any other tendering entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- Confirms that the content of this questionnaire is within my personal knowledge and are to the best of my belief both true and correct.

Objectives

The primary objective of this tender is to appoint a panel of qualified service providers to deliver comprehensive car rental and related services to Mpofana Local Municipality over a period of 3 years. The aim is to ensure reliable, efficient, and cost-effective vehicle hire solutions that meet Mpofana Municipality's operational needs, including vehicle provision, management, and reporting.

2. Scope of Services

The successful bidders shall provide vehicle hire services on an as-and-when-required basis for the duration of the contract. The Municipality may hire vehicles for short-term, medium-term, or long-term periods, depending on operational requirements.

The appointed panel shall be capable of supplying, but not be limited to, the following vehicle categories:

- Hatchback vehicles
- Sedan vehicles
- Sport Utility Vehicles (SUVs)
- Single Cab Bakkies (4x2 and 4x4)
- Double Cab Bakkies (4x2 and 4x4)
- Light Commercial Vehicles
- Any other vehicle category as may be required by the Municipality during the contract period.

The following must be catered for in the tender price:

- The tendered rates shall include all applicable costs associated with the provision of the hired vehicles.
- All vehicles supplied shall be white in color, unless otherwise approved by the Municipality.
- Routine maintenance, servicing and repairs of the vehicles shall be the responsibility of the service provider.
- Comprehensive insurance cover for each hired vehicle shall be included in the rental rate and shall be the responsibility of the service provider.
- Each vehicle should be fitted with a functional vehicle tracking system, managed by the service provider.
- All vehicles shall be roadworthy, licensed, and registered in accordance with the National Road Traffic Act, with valid Licence discs and registration plates always displayed.
- The bidder shall clearly indicate the rental rates, any kilometre charges (where applicable), and all other applicable costs in the rate schedule.
- Replacement vehicles shall be provided within the agreed service turnaround time in the event of a breakdown, accident, theft, or mechanical failure.
- Provision of car rental services including domestic, regional, cross-border, and rural rentals.
- Supply of various vehicle categories (luxury, intermediate, economy, automatic, manual, etc.) tailored to different official levels and needs.
- Emergency services, replacement vehicles, tollgate eTags, and monthly reporting on vehicle usage and costs.
- Provision of dedicated account management and reporting support

3. Specialised Vehicle Requirements

"Where specialised equipment or accessories (e.g., beacons, two-way radios, PA systems, emergency lighting, tow bars, canopies, toolboxes, roof racks, etc.) are required, the Municipality will request a quotation from the appointed panel members based on the approved rates for optional equipment."

Specialised accessories may include, but are not limited to:

- Canopies
- Roof racks
- Tow bars
- Toolboxes
- Vehicle tracking systems
- Beacon lights
- Spotlights or work lights
- Two-way radio installations
- Public Address (PA) systems

- Siren systems
- Emergency lighting
- Reflective markings
- Any other operational equipment required by the Municipality.

The Municipality reserves the right to specify additional accessories or equipment not listed above where operational requirements justify such need.

4. Vehicle Allocation

The requesting department shall determine vehicle requirements. The Municipality does not guarantee any minimum number of vehicle hire requests or any specific vehicle category during the contract period.

5. Request for Quotations (RFQ) from the Panel

Where a vehicle is required, the Municipality shall invite quotations from the appointed panel members in accordance with its Supply Chain Management Policy and applicable legislation.

The RFQ shall specify, where applicable:

- Vehicle category;
- Rental period;
- Transmission type (manual or automatic);
- Fuel type;
- Required accessories or specialised equipment;
- Delivery location;
- Collection arrangements; and
- Any other operational requirements.

The Municipality reserves the right to award the request to the panel member offering the best value for money while meeting the required specifications.

NOTE: Pricing Schedule is not applicable at this stage as this is a panel.

EVALUATION CRITERIA

The 80/20 adjudication criteria will apply when this Bid is evaluated, and points will be allocated as follows:

- Price: 80 points
- Preference Points: 20 Points
- Total: 100 Points

80/20 Preference Point System in terms of the Municipality's Supply Chain Management Policy.

All bidders will be evaluated according to the following:

PHASE 1: ADMINISTRATION COMPLIANCE

A panel will evaluate all bids received on the functionality criteria as reflected. The evaluation criteria will be used for the purposes of pre-qualifying the service provider so that they can be recommended for the price and preference phase. All bidders who don't score a minimum of sixty (60%) on functionality will be considered as being non-responsive, and they will be disqualified from being considered as valid bidders.

PHASE 2: FUNCTIONALITY

A panel will evaluate all bids received on the functionality criteria as reflected. Only bidders who score a minimum of (70%) on functionality will be considered and they will be registered on the Panel.

STAGE ONE:

ADMINISTRATION COMPLIANCE

Mandatory Requirements

- Central Supplier Database Registration summary report (service provider to be in good standing with the South African Revenue Service).
- CIPC Registration Document
- ID Copies of directors/members
- Proof of municipal rates/services or lease agreement (NOT a proof of residence)
- Proof of comprehensive insurance
- Company profile

STAGE TWO:

FUNCTIONALITY EVALUATION

Minimum threshold: **70 points out of 100** to proceed to price and preference point evaluation

FUNCTIONALITY	DESCRIPTION	POINTS
Service Providers Key Personnel (Project Manager) Project managers detailed CV with contactable references The service provider must provide one (1) dedicated and capable on-site project managers with fleet management experience for Mpofana Municipality. The service provider must submit detailed CV showing years of experience in Fleet management and skills held for both managers	• 1-3 years' experience in a fleet management project • 4-6 years' experience in a fleet management project • 7 or more years' experience in a fleet management project	8 14 20
Company Experience with relevant reference letters (vehicle hire/transport services) <i>Number of completed projects – contactable reference letter on the company letterhead</i>	• No reference letters • 1 - 2 reference letter • 3 - 4 reference letters • 5 or more reference letters	0 10 15 25
Fleet capacity/availability of vehicles (attach NaTIS or lease agreements for all vehicles offered)	• Minimum of 10 vehicles under the company name	30
Vehicle condition and maintenance plan	• No maintenance plan submitted • Basic maintenance plan • Detailed maintenance schedule and proof of servicing • Detailed plan plus proof of regular servicing and roadworthy management	0 5 10 15
Response time / operational support	• More than 24 hours • 12-24 hours • 4-12 hours • Less than 4 hours/emergency support available	2 5 8 10

FUNCTIONALITY SUMMARY

CRITERIA	MAX POINTS
Service Provider Key Personnel (Project Manager)	20
Company Experience with Reference Letters	25
Fleet Capacity	30
Maintenance Plan	15
Response Time	10
Total	100

Minimum Qualifying Score: *Minimum Threshold 70/100 (Bidders scoring less than 70 points for functionality will not be evaluated further for price and preference points)*

The purpose of this Annexure is to:

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

- In this document, words in the singular also mean in the plural, and vice versa, and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

1. DEFINITIONS

- The following terms shall be interpreted as indicated:
- **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- **“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.
- **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

- **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
- **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its Mpofana Municipality and encouraged to market its products internationally.
- **“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
- **“Day”** means calendar day.
- **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- **“Delivery into consignee's store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- **"Dumping"** occurs when a private enterprise markets its goods on its own initiative in the RSA at lower prices than those of the country of origin and which have the potential to harm the local industries in the RSA.
- **” Force majeure”** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- **“Fraudulent practice”** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (before 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.
- **“GCC”** means the General Conditions of Contract.
- **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
- **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- **“Order”** means an employee-written order issued for the supply of goods for works or the rendering of a service.

- **“Project site,”** where applicable, means the place indicated in bidding documents.
- **“Purchaser”** means the organization purchasing the goods.
- **“Republic”** means the Republic of South Africa.
- **“SCC”** means the Special Conditions of Contract.
- **“Services”** means that 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.
- **“Written”** or “in writing” means handwritten in ink or any form of 96 electronic or mechanical writing.

2. APPLICATION

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

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

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

7. PERFORMANCE

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Municipality or an organization acting on behalf of the Municipality.
- 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 Energy Board concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all transit points.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY OF DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

- a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. SPARE PARTS

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information about 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:
 - Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

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

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

- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

17. PRICES

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

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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 schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly

notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

21.6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

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

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that 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 mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
b. the purchaser shall pay the supplier any monies due the supplier.

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

28. LIMITATION OF LIABILITY

28.1. 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.

28.2. 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 about the contract that are 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 law, unless otherwise specified in SCC.

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Before the award of a bid, Mpofana Municipality must have a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Service.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

33.1 The NIP Programme administered by the Department of Trade and Industry shall apply to all contracts that are subject to the NIP obligation.

34 PROHIBITIONS OF RESTRICTIVE PRACTICES

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 15

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

NAME OF BIDDER: _____

CAPACITY: _____

INITIALS & SURNAME: _____

SIGNATURE: _____

DATE: _____

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Appointment

The Municipality appoints a panel of service providers for the hire of vehicles on an as-and-when-required basis for a period of 36 months from the date of appointment.

2. No Guaranteed Work

Appointment to the panel does not guarantee any minimum value of work or number of requests. Services will be requested according to operational requirements and availability of funds.

3. Scope of Service

The service provider shall provide roadworthy vehicles for official municipal use, including but not limited to:

- Sedans
- Hatchbacks
- Bakkies
- SUVs
- Minibuses (if applicable)

4. Vehicle Condition

All vehicles supplied must:

- Be in a clean and roadworthy condition;
- Have a valid vehicle licence;
- Be covered by comprehensive insurance;
- Be serviced in accordance with the manufacturer's specifications;
- Have functional safety features, including brakes, lights, seatbelts and tyres.

5. Replacement of Vehicles

Where a vehicle becomes unroadworthy, breaks down, or is otherwise unavailable, the service provider shall provide a replacement vehicle of a similar or higher category within 4 hours of notification, where reasonably possible.

6. Response Time

The service provider shall respond to requests for vehicles within the timeframes indicated in the functionality proposal and accepted by the Municipality.

7. Pricing

Prices submitted shall be:

- Inclusive of VAT where applicable;
- Inclusive of maintenance and insurance;
- Exclusive of fuel unless otherwise stated in the official order.

No price adjustment shall be allowed during the first 12 months of the contract.

8. Ordering Procedure

Services shall only be rendered upon receipt of an official municipal purchase order or written instruction issued by an authorised official.

9. Payment

Payment will be made within 30 days after receipt of a valid invoice and supporting documents, subject to verification that the service was rendered satisfactorily.

10. Insurance and Liability

The service provider shall maintain comprehensive insurance for all vehicles used in the execution of this contract and shall be liable for any loss or damage arising from negligence of the service provider or its employees.

11. Compliance with Laws

The service provider shall comply with all applicable South African legislation, including:

- National Road Traffic Act;
- Occupational Health and Safety Act;
- MFMA;
- Municipal SCM Regulations;
- Protection of Personal Information Act (where applicable).

12. Performance Monitoring

The Municipality may monitor:

- Vehicle availability;
- Response times;
- Vehicle condition;
- Customer complaints;
- Contract compliance.

Unsatisfactory performance may result in suspension or removal from the panel after due process.

13. Termination

The Municipality may terminate the contract in whole or in part if the service provider:

- Commits a material breach of contract;
- Submits fraudulent information;
- Fails to maintain required licences or insurance;
- Fails to perform satisfactorily after written notice.

14. Dispute Resolution

Any dispute arising from this contract shall first be resolved through consultation between the parties. Failing resolution, the dispute may be dealt with in accordance with the provisions of the General Conditions of Contract.

15. Applicable Documents

This contract shall consist of the following documents, which shall be read together:

- Letter of appointment
- Special Conditions of Contract
- General Conditions of Contract (GCC 2010)
- Bid specifications
- Priced schedule
- Bidder's submitted documents

NAME OF BIDDER: _____

CAPACITY: _____

INITIALS & SURNAME: _____

SIGNATURE: _____

DATE: _____