ABAQULUSI LOCAL MUNICIPALITY

PROVISION OF TURNKEY FLEET MANAGEMENT (PROCUREMENT OF VEHICLES AND EARTHMOVING EQUIPMENT) AND RELATED SERVICES FOR A PERIOD OF 3 YEARS ON AN "AS AND WHEN REQUIRED" BASIS

Tender number: 8/2/1/475

NAME OF TENDERER	
TENDER AMOUNT	
CONTACT NO.	
PHYSICAL ADDRESS	
CLOSING DATE	**19 AUGUST 2022**

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

TENDERER DETAILS

PRIMARY SERVICE OFFERED		
COMPANY REGISTRATION NO:		
VAT REGISTRATION NO:		
CSD REGITRATION NO:		
TAX REGISTRATION NO:		
EMAIL ADDRESS		
CONTRACT IMPLEMENTATION PERIOD	120 Days from award and signing of Service Level Agreement	
OFFER TO BE VALID FOR	90	Days from the closing date of bid

SIGNATURE OF TENDERER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	

ENQUIRIES MAY BE DIRECTED TO:		
	TECHNICAL ENQUIRIES	**Telephone Number**

CONTACT PERSON		

CONTENTS

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING INFORMATION OR FORMS HAVE BEEN ATTACHED OR SIGNED.

	Authority to Sign the Bid	**Yes**		**No**	
	DOCUMENTS TO BE ATTACHED • Tax Clearance Certificate (Valid Tax clearance) - attach pin • CSD Compliance Documents • Certified / Original copy of the B-BBEE Certificate – Original Sworn affidavit signed by Commissioner of Oath • COIDA certificate issued by Labour Department • Copy of Company Registration • Company Municipal Rates & Taxes, if property leased, attach the lease agreement • Certified ID Copies (Copy) of Directors or Shareholders • Copy of Director/s Municipal Rates and Taxes or Lease Agreement • Two (2) Detailed Assessment Reports • RMI and SAVRALA certificate • Information Regulatory Certificate (POPIA) • Reference Letters from current and previous clients	**Yes**		**No**	
	MBD 4 (Declaration of interest**)** Is the form duly completed and signed?	**Yes**		**No**	
	MBD 6.1 (Preference Points claim form for purchases) Is the form duly completed and signed?	**Yes**		**No**	
	MBD 6.2 (Local Production & Content **)** Is the form duly completed and signed?	**Yes**		**No**	
	MBD 8 (Declaration of Past Supply Chain Practice) Is the form duly completed and signed?	**Yes**		**No**	

	MBD 9 (Certificate of Independent Determination**)** Is the form duly completed and signed?	**Yes**		**No**	
	Specifications Is the form duly completed and signed?	**Yes**		**No**	
SECTION B: EVALUATION OF BIDS					

ADJUDICATION: 90/10

The tender will be evaluated using 90/10 preference point system which awards points on the basis of 90 for *price* and 10 point for *B-BBEE* status level. Bidders will have to submit their B-BBEE rating certificates recognised by the South African Accreditation System (SANS) or by registered auditors approved by the Independent Regulatory Boards of Auditors (IRBA).

Tenders will be initially evaluated on functionality and successful bidders will then be evaluated on pricing.

Eligibility Requirements

1. **Project Implementation:** To ensure seamless implementation, bidders must demonstrate their end-to-end Fleet Management capabilities.

2. **Experience**: Provide reference letters where they are currently providing similar services – Procurement of vehicles on Full Maintenance and Finance Lease and on cash purchase basis.

3. Preference will be given to B-BBEE Level One (1) Enterprises with provincial presence

4. Bidders must demonstrate innovative technology across the various fleet management disciplines / services.

EVALUATION OF BIDS

1) Bidders who are awarded the bid as a result of preference claimed in the Preference Certificate relating to, may not subcontract more than 30% of the value of the bid to a person or enterprise that does not have an equal or higher B-BBEE status level.

2) The assessment of functionality shall be done in terms of the evaluation criteria as set out hereunder:

Criteria	Application	Points
Detailed Project Proposal and implementation plans with key Deliverables **Total points (40)**	• Proposal addressing service requirements	10
	• Operational project implementation plan	10
	• Cost optimization plan and Performance Reporting Planning	5
	• Operational Risk Management Plan	5
	• Skills Transfer, Social Engagement plan and undertaking	10
Company Details **Total point (30)**	• List a minimum of three (3) similar contract awarded to the bidder in the last 36 Months	10
	• Management of vehicles in excess of 1000 in the books of the bidder.	10
	• Submission of two (2) detailed portfolio of evidence (report copies) for fleet assessment work done previously	15
Experience of bidder and key personnel **Total Points (15)**	• Ten (10) years or more experience in the fleet management industry. • Seven (7) years or more experience in the fleet management industry.	15 10
Financial Capability of the bidder (Access to funding)	• Three (3) years audited Financial Statements	10

Total Points (15)	• Letter of support for the bid and banking rating from registered financial institution – Rating A to C	5

3) Abaqulusi Local Municipality may during the process of evaluation request bidders to provide further or additional information, including inviting prospective service provider to present their offered solution to the Bid Evaluation Committee.

CONDITIONS:

1. No awards will be made to a person:
   - Who is not registered on the Central Supplier Data base
   - Who is in the service of the state
   - 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 , and / or
   - Who is an advisor or consultant contracted with the Municipality or municipal entity
2. Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or download them from Municipal website (www.abaqulusi.gov.za) and submit them with your proposal document.

Other conditions

1. The Council's document must be kept as supplied and submitted with all required schedules / forms duly completed
2. Any other documents, certificates etc must be attached as annexure to the official council document
3. Tenders must be enclosed in separate sealed envelopes, bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Municipal Manager
4. Original valid Tax Clearance Certificate (or in the case of a Joint Venture, all the partners in the Joint Venture must submit Valid Tax clearance certificate) must be submitted with the tender documents
5. Telefax and / or e-mail tenders are not acceptable and will result in automatic qualification
6. Canvassing or attempting to influence the tender process will result in automatic qualification
7. Late tenders will not be accepted
8. Only written questions will be accepted, and all the enquiries will close on the closing date. After the commencement of the briefing session, no tender document will be on sale.
9. The use of tipp-ex is not allowed on the bid AND Every page of the offer must be signed
10. The successful tender must demonstrate insightful understanding of the Municipality
11. Tenders may only be submitted on the bid documents as provided by Abaqulusi Local Municipality

12. Abaqulusi Local Municipality is not obliged to award the tender to the tenderer who score the highest points or presenting the lowest price. The municipality reserves the right to accept a tender as a whole or in part.

TENDER NOTICE AND INVITATION TO TENDER

PROVISION OF TURNKEY FLEET MANAGEMENT (PROCUREMENT OF VEHICLES AND EARTHMOVING EQUIPMENT) AND RELATED SERVICES FOR A PERIOD OF THREE YEARS ON AN "AS AND WHEN" REQUIRED BASIS: TENDER NO: 8/2/1/475

Tenders are hereby invited for the provision of **Turnkey Fleet Management (Procurement of vehicles and earthmoving equipment) and related services "as and when required"** for 36 months (3 years) contracted period. The services will include but not limited to:

1. Fleet Advisory, Assessment and Audit
2. Vehicle Procurement and Logistics
3. Fuel Management solutions
4. Managed Maintenance
5. Traffic Fines Management
6. Telematics & Total Fleet Management (TFM) Solution (e-Speed Control Technology)
7. Refuse Truck Management Solution
8. Breakdown and Roadside Assistance
9. Vehicle Outright purchase – "as and when" required
10. Full Maintenance and Finance Lease – "as and when" required

Tender documents, in English must be downloaded from E-tenders (www.e-tenders.gov.za) as from the 08 August 2022. Acceptable bids will be initially evaluated base on price on the basis of 90 points financial offer and 10 points for meeting B-BBEE contributor status. After the closing date the quotation will be valid for 90 days.

Sealed tenders, with "***Tender No: 8/2/1/475: Provision of Turnkey Fleet, Management (Procurement of vehicles and earthmoving equipment) and Related Services: – "As and When Required" for Contract Period of 36 Months***", clearly endorsed on the envelope must be deposited in Tender Box located: Abaqulusi Local Municipality, Corner of High and Mark Street, Vryheid 3100 by not later than **19 AUGUST 2022, at 12h00.**

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ZG DHLAMINI

Municipal Manager

Notice No: 28/2022

THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

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 consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “**Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 **“GCC”** means the General Conditions of Contract.

1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.

1.21 **“Purchaser”** means the organization purchasing the goods.

1.22 **“Republic”** means the Republic of South Africa.

1.23 **“SCC”** means the Special Conditions of Contract.

1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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 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 Department or an organization acting on behalf of the Department.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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 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.

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 in SCC.

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

DECLARATION OF INTEREST

MBD 2

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT:

1) The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations

2) The attached form "Application for Tax Clearance Certificate (in respect of bidders), must be completed in all respects and submitted to the Receiver of Revenue where the bidders is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure comply with the above shall results in the invalidation of your bid

3) In bids where Consortia / Joint Venture / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at any Receiver's Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE

(IN RESPECT OF BIDDERS)

1. **Name of taxpayer / bidder: ____**
2. **Trade name: ____**
3. **Identification Number**

4. **Company / CC registration number: ___________________________________**
5. **Income Tax Reference Number : __________________________________**
6. **VAT Registration number (if applicable) ______________________________**
7. **PAYE employer's registration number (if applicable): ___________________**

Signature of contact person requiring Tax Clearance Certificate: ____________________

Name: ____

Telephone No: Code___________________ Number: _____________________________

Address: ____

____

DATE: 20_________/ _________/ __________

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICES (SARS) WILL NOT EXERCICE DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAXABLE DUE TO THE LATE OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSONAS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLAINT

MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder………………………….

Bid Number…………………...

Closing Time ……………. …..

Closing Date ………………………..

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO. **(ALL APPLICABLE TAXES INCLUDED)

- Required by: ………………………
- At:…………………………………

- **Brand and Model:………………………………….**
- **Country of Origin: ……………………………….**
- **Does the offer comply with the specification(s)? *YES/NO**
- **If not to specification, indicate deviation(s):………………………………….**
- **Period required for delivery:………………………………….**

***Delivery: Firm/Not firm**

- **Delivery basis:…………………………………….**

Note: **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**

COMPANY INFORMATION FOR TENDERS GREATER THAN
DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

TO BE COMPLETED FOR THIS BID

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

   1.1 If **YES**, the bidder is required to submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

   Confirm (submitted or not): ..…………………………………………………………….

   1.2 If **NO**, un-audited financial statements must be submitted with your bid Indicate whether these have been included in the tender:

   Confirm (submitted or not): ..…………………………………………………………….

2. Do you have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days? **YES /NO**

3. Has any contracts been awarded to your entity by an organ of state during the past five year? Including particulars of any material non compliance or dispute concerning the execution of such contract? **YES /NO**

   If yes, furnish particulars:

   ____

   ____

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

   4.1 If yes, furnish particulars:

   ____

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state

2. Any person, having a kinship with persons in the service of the state, including blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of conflict and / or favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in services 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:

2.1 Full Name: ____

2.2 Identity Number: ____

2.3 Company Registration Number: ____

2.4 Tax Reference Number: ____

2.5 VAT Registration Number: ____

2.6 Are you presently in the services of the state* **YES / NO**

2.6.1 **IF SO**, furnish particulars

____

2.7 Have you been in the services of the state in the past 12 months **YES / NO**

2.7.1 **IF SO**, furnish particulars

____

2.8 Do you have any relationship (Family; Friend, other) with persons In the services of the state* and who may be involved with the evaluation and / or adjudication of the bid? **YES / NO**

2.8.1 **IF SO**, furnish particulars

____

____

3.9 Are you aware of any relationship (family; friend, other) between a Bidder and any persons in the services of the state* who may be Involved in the evaluation and / or adjudication of this bid? **YES / N0**

3.9.1 **IF SO**, furnish particulars

____

3.10 Are any of the company's directors, managers, principle **YES / NO**

Shareholders or stakeholders in the services of the state*?

2.10.1 **IF SO**, furnish particulars

____

____.

3.11 Are any spouse, child or parent of the company's directors **Yes / NO**
Managers, principle shareholders or stakeholders in the service
Of the state*?

2.11.1 **IF SO**, furnish particulars

____

MSCM Regulations: "In the services of the state" means to be:

a) A member of –
   I. Any municipality 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 entity
c) An official of any municipality or municipal entity;
d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of Public Finance Management Act 1999 (Act No1 of 1999)
e) A member of the accounting authority of any national or provincial public entity; or
f) An employee of parliament or a provincial legislature

CERTIFICATION

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

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

………………………………………	………………………………
Signature	**Date**
……………………………………………	…………………………………………………………………
Position	**Name of Bidder**

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

PURCHASES

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICAL DISADVANTAGED INDIVIDUALS (HDI's), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to the bids

- The 90/10 system for requirements with a Rand value of above R 1 000 000

1.2 The value of this bid is estimated to exceed R 1 000 000.00 and therefore the 90/10 system shall be applicable

1.3 Preference points for this bid shall be awarded for:

a) Price; and 90

b) B-BBEE level of contributor 10

1.3.1 The points for this bid are allocated as follows:

POINTS

1.3.1.1 PRICE 90

1.3.1.2 SPECIFICATION CONTRACT PARTICIPATION GOALS 10

B-BBEE Status Level of Contributor	Number of Points 1
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Total points for Price and B-BBEE **<u>100</u>**

1.4 Failure on the part of a bidder to fill in and / or to sign this form may be interpreted to mean that preference points are not claimed.

1.5 Bidders will have to submit their B-BBEE rating certificates by verification agencies recognised by the South African Accreditation System (SANS) or by registered auditors approved by the Independent Regulatory Boards of Auditors (IRBA)

1.6 The purchaser reserves the right to require a bidder, either before a bid is adjudicate or at any time subsequently, to substantiate any claim in regard to preference, in any manner required by the purchaser.

CERTIFICATION

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

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

…………………………………………	………………………………
Signature	**Date**
………………………………………………	……………………………………………………………….
Position	**Name of Bidder**

DEFINITIONS

1. **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2. **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
3. "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
4. **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
7. **“consortium or joint venture”** 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;
8. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
9. **“EME”** means any enterprise with annual total revenue of R5 million or less.
10. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
11. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
12. **“non-firm prices”** means all prices other than “firm” prices;
13. **“person”** includes a juristic person;
14. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
15. ***“sub-contract”*** *means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
16. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
17. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
18. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts; Points scored must be rounded off to the nearest 2 decimal places.

3.3 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6

7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.

7.1 B-BBEE Status Level of Contribution: …………. = ……………(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency

accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 **If yes**, indicate:

(i) what percentage of the contract will be subcontracted? ..…………………………..…%

(ii) the name of the sub-contractor? …………………………………………………………..

(iii) the B-BBEE status level of the sub-contractor? ……………………………….………..

(iv) whether the sub-contractor is an **EME**? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : ……………………………………………………………………..

9.2 VAT registration number : ……………………………………………………………………..

9.3 Company registration number : …………………………………………………………………….
:

9.4 **TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS**

____

____

____

9.6 **COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated…………………………………………………………..

Registered Account Number……………………………

Stand Number ……………………………………………….

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

……………………………………

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1. ……………………………………… ……………………………………

SIGNATURE(S)OF BIDDER(S)

2 ……………………………………… DATE:………………………………..

GENERAL DEFINITIONS

1.7 **"Acceptable tender"** means any tender which in all respects, complies with the specifications and conditions of bid as set out in the tender document.

2.2 **"Agent"** means an independent institution or individual which has the proxy from another institution or individual from the industry, to independently do business on behalf of or represent such an institution or individual.

2.3 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.4 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.5 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.6 "**Contract"** means the agreement that results from the acceptance of a bid by an organ of state.

2.7 "**Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 "**Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 "**Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution); and/or
(2) who is a female; and/or
(3) who has a disability:

Provided that a person who obtained South African citizen ship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.

It is incumbent on individuals to demonstrate their claims to fall into such groups on the basis of an identification document and association with the recognition by the members of such group. Persons who claimed South African citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

2.11 **Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **"Person"** includes reference to a juristic person.

2.14 **"Rand value"** means that total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 ((Act No 102 of 1996).

2.16 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.16.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufacture products.

2.17 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.18 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.19 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
______________________________	_______%
______________________________	_______%
______________________________	_______%

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. ....

ISSUED BY: (Procurement Authority / Name of Institution):
....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, …………………………….. (full names),

do hereby declare, in my capacity as ……………………………………… ………..

of ....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ________________________

WITNESS No. 1 ________________________ **DATE:** ___________

WITNESS No. 2 ________________________ **DATE:** ___________

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] 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 combating of abuse of the supply chain management system, and must enable the accounting officer, amongst 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 / entity has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed in full and submitted with the bid:

[1]Includes price quotations, advertised competitive bids, limited bids and proposals

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

In response to the invitation for the bid made by:

____

(Name of Municipality/Municipal Entity)

Do hereby make the following statement 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 compete in every respect;
3. I am authorised 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 authorised 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 that the bidder, whether or not affiliated with the bidder, who:

   a. has been requested to submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   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 form, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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 of arrangement with any competitor regarding:

a. Prices;

b. Geographical area where product of services will be rendered (market allocation);

c. Methods, factors of 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 arrangement 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 to 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 form conduction 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.

(Joint venture of 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.)

SIGNATURE: ________________________________ **DATE:_______________________**

POSITION: __________________________ **NAME OF BIDDER**: ______________________________

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document (MBD8) must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract

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

	Question	Yes	No
4.1	Is the bidder or any of its Directors listed on the National Treasury's database as companies or persons prohibited from doing business with the Public Sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram* rule was applied)**	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)? To access this register enter the National Treasury's website, www.treasury.gov.za click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445	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 outside of the Republic of South Africa) for fraud or corruption during the past 5 (five) years?	Yes ☐	No ☐
4.3.1	**If so, furnish particulars:**		

CERTIFICATION

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

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

………………………………………… …………………………………
Signature **Date**

……………………………………………… ……………………………………………………………….
Position **Name of Bidder**

COMPLIANCE CERTIFICATES

(Attach certified compliance documents)

1. Attach Company Registration certificates

(Pty) Ltd or CK or CM

2. Attach Municipal Rates and Taxes

3. Attach Tax clearance Certificate

4. Attach CSD Registration

5. Attach B-BBEE Certificates

(Rating certificates by verification agencies recognised by the South African Accreditation System (SANS) or by registered auditors approved by the Independent Regulatory Boards of Auditors (IRBA)

6. Attach Delivery Methodology

7. Attach Joint Venture Agreement

(If applicable)

8. Attach Indicative Price Schedule

		Yes	No
Cash/Outright Purchase			
Full Maintenance Lease			
Fleet Management systems	*Fleet Assessment and analysis*		
	Tracking and telematics		
	Managed Maintenance		

CONFIRMATION OF REFERENCE

	Name of Client	Contract Period	Contract Value	CLIENT DETAILS		
				Name of the Person	Contact No:	Reference Letter Attached
FML						
Outright / Cash Purchase						
Tracking and Telematics						
FUEL						
FLEET ASSESSMENT						

BID ADVERTISEMENT

<u>BID REQUIREMENTS</u>

CALL FOR BIDS

NAME OF BIDDING ENTITY: ____

PROVISION OF TURNKEY FLEET MANAGEMENT (PROCUREMENT OF VEHICLES AND EARTHMOVING EQUIPMENT) AND RELATED SERVICES FOR A PERIOD OF 3 YEARS ON AN "AS AND WHEN REQUIRED" BASIS

1. DISCLAIMER

a. Whereas all reasonable care was taken in the preparation of this document, the information contained herein may not be conclusive. Accordingly, Abaqulusi Local Municipality, together with its fleet user groups, shall be held harmless to all third parties for any alleged material inaccuracy or inadequacy of the information that may be contained herein that leads to loss or damage of any nature or form.

b. Save where it is expressly stipulated in this document, no representation or warranty will be given by the Abaqulusi Local Municipality or any of its officials, agents or advisors with respect to the information or views contained herein or in relation to any note issued pursuant thereto.

c. These terms of reference (hereafter referred to as "TOR") have been compiled solely for the purpose set out herein and is not intended to form any part or basis of any investment decision by the bidders, their equity members or funders. Each person to whom the TOR documents is made available shall make their own independent assessment of the project after investigation and taking such other professional advice, as they deem necessary.

d. The Abaqulusi Local Municipality reserves the right to amend, modify terms and conditions set out in this document at its sole discretion or to withdraw the TOR or terminate the procurement process at any time, without prior notice and without liability to compensate or reimburse any persons or entity in relation thereto.

2. DEFINITIONS

2.1 **Accessories -**Additional equipment fitted to a vehicle that does not form part of the vehicle's standard specification as released by the respective motor manufacturers. These items must not have any effect on the standard guarantees and warranties of the vehicles in question. It can include items such as radios, canopies, air conditioning, tow bars, tyre bands, window laminations, sunroof, decals, sirens, star bars and two-way radios.

2.2 Daily Vehicle Working Hours (DVWH) - shall be expressed either as 12 hours per day or as 24 hours per day (Relevant vehicles will be identified during contract negotiations).

2.3 Driver – an official / employee in possession of a valid unendorsed driver's licence which enables them to drive a specific category of vehicle and is authorized to do so in terms of a trip authority as issued or any other form of authorization.

2.4 Early Termination date – is the return of a vehicle to the Supplier greater than 60 days prior to the agreement termination date**.**

2.5 Excess hourly charge – is the pre-declared charge for each hour of operation in excess of the hours allowance published in the "vehicle schedule".

2.6 Excess Km's charge – is the pre-declared charge for each Kms travelled in excess of the Km's allowance published in the "vehicle schedule".

2.7 **Finance Lease –** is the financing of a vehicle, exclusive of maintenance and in which ownership of the vehicle passes to the municipality at the end of the financing period. Finance Lease structures may include balloon payment options for cash flow purposes (as applicable)

2.8 Full Maintenance Lease - is the total rental of a vehicle which is inclusive of maintenance and tyres, wherein the risk and benefits are outsourced to a supplier for a period of time and agreed Km allowances. The supplier takes risk on the resale value and cost of maintenance and tyres.

2.9 Merchant / Supplier – any legal entity which contracts with the service provider to provide goods or services to the municipality.

2.10 Normal Termination - it is the return of vehicle to the service provider within 60 days prior to or 15 days after the agreement termination date.

2.11 Operating Lease - is the total rental of a vehicle which is exclusive of maintenance and tyres, wherein the risk and rewards of ownership are outsourced to a service provider for a period of time and agreed kilometres. The supplier takes risk on the resale value.

2.12 Outright Purchase –Bidder will submit quotation prices for selected specified items to the municipality. The municipality will use its own discretion on the vehicle to be procured on an Outright Purchase basis. Total ownership of the vehicles will pass to the municipality upon the vehicle registration. Bidders will enter into an agreement with the municipality to Procure; provide Tracking and Managed Maintenance of the vehicles.

2.13 **Sales and Leaseback** – is the purchase of all vehicles being used by the municipality from either the municipality and/or current Service Provider and the vehicles are to be re-leased back to the municipality on a FML or Managed Maintenance basis, for a pre-determined time and Km's allowance.

2.14 **Service Plan/Maintenance Plan/Motor Plan –** a service as that can be optionally procured during the purchasing of the vehicle that will cover all cost in terms of normal services as set out in the vehicle's owner manual or handbook up until a specified kilometres or time period.

2.15 **Spares** – any parts fitted to a vehicle ensuring that the vehicle is fully operational and functional and has to be replaced due to the malfunction thereof. The fitment of non-OEM approved spares will need to be done in consultation with the relevant user department without jeopardizing any warrantees of guarantees in terms of the vehicle.

2.16 **Vehicle Working Days (VWD)** - shall be expressed either as 7 days / week or as 5 days /Week. (Relevant vehicles will be identified during contract negotiations)

2.17 **Vehicle schedule –** is the document concluded for each vehicle which shall as a minimum define vehicle details, period of rental, monthly rental, Kms / hourly allowance and excess Km's charges

3. BACKGROUND

3.1 The methodology used in the management & control of fleet is operated on a co-sourcing delivery model. Corporate Services is responsible for the formulation of the Fleet Policy and fleet compliance. Fleet management and other operational responsibilities are executed within each fleet user group's operational environment.

3.2 The municipality requires the use of a reliable and readily available fleet for the successful execution of the relevant municipal service delivery mandates and to meet its overall objectives.

4. SCOPE OF THE CONTRACT

This bid provides for the provision of Turnkey Fleet Management (Procurement of vehicles and earthmoving equipment) and related services for the duration of 36 months "*as and when required*" to Abaqulusi Local Municipality. In terms of FML, the bidder will be required to take risk on the resale value and maintenance of the fleet. The successful bidder will implement the project in phases, detailed as follows:

1. Total study and assessment of Municipal owned fleet, including process management and funding structure (Detailed study methodology to be attached as an annexure).
2. Implementation of the recommendations and continuous management of the fleet.

Abaqulusi Local Municipality will outsource the management of vehicle fleet for 36 months, which includes but is not limited to Procurement of vehicles and Earthmoving equipment (either on Full Maintenance Lease, Finance Lease or Outright Cash purchase), Managed Maintenance (MM), Preventative Maintenance (PM); accident management, vehicle disposal, training and development, continuous advisory service/s, fines administration, Electronic Speed Control Technology, short-term vehicle rental, vehicle upkeep / cleanliness and breakdown services.

5. STATISTICS, QUANTITIES AND ESTIMATES

5.1 The statistical information is provided to assist the bidders in preparation of their bid submission however the Abaqulusi Local Municipality gives no assurances or warranties as to precision thereof or to future trends. Bidders will need to satisfy themselves about the information and make suitable provision for non-material variations on the information provided.

5.2 The Abaqulusi Local Municipality does not guarantee any quantities in respect of the number of vehicles specified in this document.

6. KEY DELIVERABLES

6.1 Provision of vehicles to the municipality that are reliable and available in order to ensure business continuity of the Municipality;

6.2 Provision of reporting information systems that will bring efficiency and ensure economic viability of the services;

6.3 The active application and achievement of manufacture service and maintenance standards in accordance with Original Equipment Manufacturers specification;

6.4 Implement an active fleet Telematics (tracking) system – comprehensive and consolidated reporting platform based on vehicle usage and application;

6.5 The bidder must provide for annual detailed Fleet Assessment and audit of municipal fleet processes and vehicles.

6.6 The continuous measurement and review of vehicle usage and application in order to ensure smooth services delivery;

6.7 Provision of Fleet Management System (interface with all fleet system to provide a consolidated report) and Electronic Speed Control Technology; and

6.8 Reduce the cost of operating fleet in accordance with set and / stated benchmark.

7. SCOPE OF WORK

7.1 PROVISION OF VEHICLES ON FULL MAINTENANCE LEASE / FINANCE LEASE / OUTRIGHT PURCHASE

7.1.1 The Abaqulusi Local Municipality Fleet Department will determine the funding method when placing an order for the acquisition vehicles and / or earthmoving equipment.

7.1.2 The Abaqulusi Local Municipality requires the services of a suitably qualified and capable service provider to provide services in relation to the provision of vehicles to the municipality on a Full Maintenance Lease, Finance Lease or Outright Purchase.

7.1.3 Source suitable pricing that match the approved specification from relevant manufacturers and suppliers in line with the approved specifications for consideration by the Abaqulusi Local Municipality,

7.1.4 Present relevant options to be considered by the Abaqulusi Local Municipality in relation to the vehicles or accessories to be purchased, including a cost benefit analysis for each option,

7.1.5 Finance the entire vehicle procurement and delivery process (including initial licensing and registration of the vehicles) irrespective of the funding method.

7.1.6 Facilitate the fitments of all the required attachments and accessories as well as modifications required to ensure the vehicle is “fit-for-purpose”,

7.1.7 To manage the logistics, value chain for vehicle purchases, including production schedules, licensing and registration, branding, securing the relevant warranties and/ or maintenance plans, as well as the delivery of each vehicle to the Abaqulusi Local Municipality.

The Abaqulusi Local Municipality will not guarantee any quantities in respect of the vehicles specified in this document and requirements will be as and when the need arises. However, in consideration of the commercial viability of the associated business transaction, the Abaqulusi Local Municipality will endeavour to source all its associated requirements from the contractor, except where the contrary is expressly provided for by the parties in the final agreement or in terms of legislation, but only to extent that, the contractor is willing and able to fulfill the reasonable requirements of the Abaqulusi Local Municipality.

7.2 FLEET SUPPORT SERVICES

Prospective bidders with the necessary knowledge, expertise, capacity and experience must submit proposals in line with the following requirements:

7.2.1 MAINTENANCE OF VEHICLES PROVIDED ON LEASED AND MUNICIPAL OWNED VEHICLES

7.2.1.1 Bidders must submit proposals on how it will provide for maintenance of vehicles, accessories and fitments.

7.2.1.2 The successful bidder will be required to maintain/ repair all leased vehicles in terms of manufacturer specifications.

7.2.1.3 The successful bidder will be required to maintain/ repair all other vehicles in accordance with industry and OEM acceptable standards of repair.

7.2.1.4 Bidders must submit proposals on how they will identify vehicles that are due for maintenance/ repair, and how the Abaqulusi Local Municipality will be informed in this regard.

7.2.1.5 Bidders must submit proposals on how they will ensure availability requirements are maintained during planned maintenance/repair of a vehicle.

7.2.1.6 Bidders must submit proposals on how they will provide for maintenance of all accessories and fitments on the vehicles in terms of manufacturer specifications or industry accepted standards, to ensure that such items are in working condition at all times.

7.2.2 MANAGED AND BOLT-ON MAINTENANCE SERVICES FOR NON-SPECIALISED VEHICLES AND OWNED BY THE MUNICIPALITY

The bidders must submit proposals on how they will provide managed and bolt-on maintenance services for non-specialized vehicles owned by the Abaqulusi Local Municipality

The successful bidder will be required to provide managed maintenance services, including but not limited to the following responsibilities in relation thereto:

i. Registering the Vehicles onto its fleet management system, and capturing information about the Vehicle make, range, model, registration number as well as the commencement date of the Managed Maintenance Services.
ii. Ensuring that each Vehicle has a signed schedule to acknowledge activation of the Managed Maintenance services for purposes of accurate monthly billing and maintaining record of each Vehicle schedules signed by the Abaqulusi Local Municipality.
iii. Providing Managed Maintenance Services on a planned and unplanned basis, as well as at the occurrence of emergencies and breakdown, as required by the municipality, including battery and tyre management services, i.e. repairs and replacement, roadside breakdown assistance and the procurement of tyres at competitive prices.
iv. Pre-empting and scheduling routine maintenance and/or servicing from the vehicles utilising management information available to it through the various sources, including information acquired from the vehicle management device.
v. Facilitating and co-ordination of maintenance, repairs, support and servicing of vehicles, including procuring and supplying quotation to Abaqulusi Local Municipality for the maintenance and repairs to be undertaken.
vi. Scrutinising maintenance quotations and invoices from third party manufacturers and sub-contractors, to ensure market competitiveness in relation to pricing and nature of repairs.
vii. Authorising maintenance and repairs subject to the agreed levels of authorisation granted by the Municipality and issuing an authorisation number to the Maintenance Provider, when the Vehicle is delivered for the Maintenance Services.
viii. Ensuring that the maintenance provider carries out the work in accordance with the standards set out by the manufacturer and processing the maintenance providers' maintenance invoices for payment, including managing the vehicle warranty claims

on behalf of the Municipality.

ix. Maintaining up to date records of all maintenance undertaken on each vehicle, including date of maintenance, description, maintenance provider details, odometer reading (if applicable), invoice details, and cost. The bidder will be required to highlight exceptions to the Municipality in terms of repetitive repairs and/or` replacements.

x. Invoicing the Municipality for the actual cost of maintenance and repairs (without mark-up), carried out by third party maintenance providers.

xi. Bidders must submit their proposals of how they intend processing the manufacturers service warranties and claims as and when they arise.

7.2.3 AVAILABILITY REQUIREMENTS

Bidders must submit proposal on how they will manage the availability of vehicles, including but not limited to execution of the following responsibilities in relation thereto:

i. Ensuring that each vehicle is available for the minimum required 85% of the Scheduled Operating Hours (SOH) per month.

ii. The successful bidder will be required to capture and record the availability information for each vehicle into an information system, including the scheduled operating hours of each vehicle, in order to monitor the achievement of availability and to report such availability accurately.

iii. The successful bidder must inform the Municipality about the anticipated downtime on a vehicle that has been submitted for maintenance and/ or repairs.

iv. The availability shall be calculated per Vehicle, and expressed as a percent of the Scheduled Operating Hours for each month, whereby,

v. The Daily Vehicle Working Hours (DVWH) shall be expressed either as 12 hours per day or as 24 hours per day.

vi. Vehicle Working Days (VWD) shall be expressed either as 7 days/ week or as 5 days/week.

vii. The bidder must submit in its proposal interventions that it will implement in order to achieve the availability service levels of any vehicle provided.

viii. The successful bidder will be required to provide the following reports to the Municipality, in relation to the management and oversight of the Vehicle:

a. A cumulative monthly report of all vehicles and the levels of availability maintained for each vehicle.

b. A cumulative monthly report of all vehicles maintained, serviced and/or repaired during the preceding month/s, including the vehicle class/category, date of repair, description of the repair and total costs incurred in respect of maintenance, service and/or repairs.
c. A cumulative quarterly report, with a consolidated summary of all vehicles, highlighting negative trends and risks in relation to the maintenance and operation of such Vehicles.

7.3 PROVISION OF VEHICLE R MANAGEMENT TECHNOLOGY

Bidders must submit proposals of how they will provide systems to ensure that each vehicle is fitted with GPS enabled Vehicle Management Technology (VMT) and how the system will be managed.

7.3.1 The VMT must incorporate an eSpeed Control Technology which is not open to unauthorised human manipulation (Override).

7.3.2 Bidders must submit proposals of how they will arrange for and provide an automated log book facility for each vehicle and how this system will be managed. The automated log book facility must interface with the VMT.

7.3.3 Bidders must submit proposals of how they will arrange for and provide facilities to ensure that only authorized drivers are given access to specified vehicles.

7.3.4 Bidders must submit proposals on how they will report on vehicle utilization exception, including utilization percentage, use of vehicles outside normal working hours, use of vehicles outside of geo-fenced areas, excessive speed, harsh braking, and long idle, main battery disconnect, daily unit health check.

7.3.5 The VMT system must provide for the immobilization of the vehicle

7.3.6 The VMT system must provide for remote vehicle immobilization by "authorized manager" and must ensure safe vehicle stopping.

7.3.7 Bidders must submit proposal in which they demonstrate the capability of the system to remotely manage the speed of a vehicle using VMT or mobile phone App. The system should ensure that at all times the driving speed is maintained at an acceptable speed limit.

7.3.8 The proposed system offered by the bidder must be capable of interfacing with existing or newly developed ICT platforms without significant/major cost to the Municipality.

7.3.9 The VMT system must provide for different vehicle and driver categories. Vehicle and driver categories must be linked so that only similar vehicle and driver categories will be accepted

7.4 PROVISION OF CALL CENTRE SERVICES

The Municipality requires vehicles to be supported through a dedicated call centre service wherein affected parties can call in to log their queries and report vehicle breakdown and receive assistance.

7.4.1 Bidders must submit proposals of how they will ensure that the Municipality is supported in terms of call centre services (24/7).

7.4.2 The call centre will respond to maintenance, services and accident calls.

7.4.3 Preference will be given to an integrated solution that ensures that the services/information are/is provided within the Municipality environment and that the data can easily be interfaced with the operational information.

7.4.4 Bidder must submit proposal on how all calls for assistance and queries will be recorded.

7.4.5 Bidders must submit proposal on how it will provide a fully automated measurement tool and reports, not allowing for human intervention or manipulation of information, in terms of required reports.

7.5 PROVISION OF BREAKDOWN AND ROADSIDE ASSISTANCE

The Municipality requires vehicles breakdown, roadside assistance and towing services:

7.5.1 The bidders must submit proposals of how it will manage the entire breakdown response process, ensuring continuous liaison and update to the relevant line manager and or driver until the breakdown is resolved.

7.5.2 The bidder shall provide access to the breakdown incidence through its call centre or liaison officer - whose availability shall be 24/7 days a week.

7.5.3 The provision of roadside and breakdown services will be applicable to all leased and non-leased vehicle.

7.5.4 Wherever possible and necessary, a relieve vehicle may be provided and costs charged to the municipality for the duration of the vehicle repair. Approval must be obtained from the municipality.

7.6 PROVISION OF REFUELLING SERVICES and / or SOLUTION

The Municipality requires the service provider to ensure that vehicles are fitted with electronic refueling systems and or / fuel card.

7.6.1 Service Provider must submit proposals of how they will provide, facilitate and manage services related to the provision of fuel and/or and fuelling facilities, through electronic fuelling systems.

7.6.2 Aggregating the costs of excess consumption by vehicle on a monthly basis,

7.6.3 Implementing systems to detect abuse or fraud and assist the municipality to manage the associated risk.

7.6.4 Implementing an electronic fuel system to collect data in relation to these services and provide monthly reports of all transactions or services consumed by the Municipality, including and where applicable, the vehicle registration (where applicable), merchant details; date of transaction, volume consumed and price, as well as the mileage of the Vehicle at the time of transaction.

7.6.5 Facilitating management intervention by providing reports on daily single variance, monthly trend analysis and comparison of expenditure per vehicle, driver and cost centre.

7.6.6 Bidders must submit proposals for the following in relation to fuel:

7.5.2.1 Forecourt fuelling for each vehicle Monitoring and scrutiny of fuelling transactions, by:

7.5.2.2 Implementing consumption benchmarks per vehicle,

7.5.2.3 Establishing a process to ensure that Vehicles are filled to capacity at each fill-up,

7.5.2.4 Collect and maintain accurate fill-up details, including kilometres at time of fill-up,

7.5.2.5 Calculating the consumption for each fill-up and cost of consumption in excess of the benchmark,

7.7 PROVISION OF AD-HOC RENTAL

The successful bidder will be required to provide and manage services and facilities related to the adhoc rental of specified vehicles in accordance with municipality requirements. Bidders must submit proposals on how it will provide ad-hoc vehicle requirements, including, but not limited to, the following:

7.7.1 Procuring adhoc vehicle from relevant and appropriate adhoc vehicle suppliers.

7.7.2 Ensuring that adhoc vehicles are made available at the required locations, as and when necessary and within the shortest possible period.

7.7.3 Ensuring that adhoc Vehicles are comprehensively insured for the time it is being used by the Municipality.

7.7.4 Ensuring that the adhoc vehicle is fit for the purposes required in terms of the adhoc vehicle request form; and that it is delivered to the correct location, as specified.

7.7.5 Providing an analysis of all adhoc Vehicles provided.

7.7.6 Providing a monthly report or relating to Adhoc Vehicles ordered and/or delivered for use, including reference number, date of order, date of delivery, vehicle category, term of rental, rental rate/cost, and kilometres travelled as well as indicate the delivery timing of the Adhoc Vehicle.

7.7.7 Ensuring that each Adhoc Vehicle delivered to the User Department is available for 100% of scheduled operating hours.

7.8 PROVISIONING OF LICENSING SERVICES

7.8.1 The successful bidder will be required to provide, facilitate and manage services to ensure that vehicles are registered and licensed at all times, including obtaining certificate of fitness (COF) and operator cards where necessary.

7.8.2 The successful bidder will be required to arrange for and provide facilities for registration and licensing of the specified vehicles in accordance with relevant legislation, including the registration of specified vehicles as emergency vehicles.

7.8.3 The Municipality will only pay for the actual registration or licensing of vehicles as and when required except in the case of Full Maintenance and Finance Lease.

7.8.4 Bidders must submit a proposal of how they will fulfill the requirements of the Municipality as it relates to the licensing of vehicles.

7.9 TRAFFIC FINE MANAGEMENT SERVICES

The successful bidder will be required to arrange for and provide facilities for the administration of driving licences as well as the redirection and settlement of traffic fines, including but not limited to:

7.9.1 Registration and authorisation of each driver that has been approved to drive a vehicle managed by the successful bidder.

7.9.2 Issuing each authorised driver with an electronic driver identification tag that is able to link each driver to a specific vehicle each time that the driver has driven such vehicle.

7.9.3 Informing the Municipality of the validity of the driver's licenses or Professional Driving Permit of any driver that intends to use a vehicle.

7.9.4 Redirecting all infringement notices in respect of relevant Vehicles in accordance with the AARTO regulations.

7.9.5 Developing and maintaining an updated database of all authorised drivers and all other information or data relevant for the management and redirection of fines.

7.9.6 Identifying repeat offenders and reporting same for intervention and management of the risk by the User Department Manager.

7.9.7 Bidders must submit proposals of how they will ensure that traffic fines are registered and administered timeously, including redirecting of fines to the relevant driver / or appropriate cost centre, where necessary. Bidders must include in their proposal how they intend to manage the driver database.

7.10 FITMENT OF VEHICLE ACCESSORIES

The bidder must ensure that all vehicles are fitted for purpose and fitted with the required accessories. Prospective bidders must familiarize themselves with the assets class and type currently used by the municipality to ensure compliance with the bid requirements.

i. The contractor shall fit to the municipal fleet accessories and fitments necessary for the municipal operations.

ii. The contractor shall provide financing for accessories and fitments at the same financing rate and term as applicable to capital cost of the leased fleet,

iii. The contractor shall fit non-removable decals with the name and other relevant details of the Municipality in highly visible areas of all municipal fleet,

iv. The contractor shall upon request and at the cost of the municipality, remove accessories / fitments from one vehicle for installation to another vehicles identified by the municipality.

v. The contractor shall advice the municipality about the selection of accessories / fitments necessary to meet fleet Requirement,

vi. The contractor shall ensure that the accessories / fitment complies with legislation and in line with OEM standards.

7.11 VALUE ADDED SERVICES

The Service Provider will be required to provide value add services (VAS) and other fleet administration services, including but not limited too

7.11.1 Performance Reporting

The Service Provider will be required to collect, maintain and provide “up to date” vehicle information (including exceptions), management records and related reports to stakeholders and line managers periodically.

Bidders must propose a reporting regime that includes, but not be limited to:-

- Detailed operational exception reports (Daily and Weekly);
- Detailed consolidated operational reports with detailed analysis, exceptions and interventions/ solutions (Monthly);
- Comparative summary reports with trend analysis and projections (Quarterly);
- Cumulative reports with trend analysis and projections (Annually).

7.11.2 Fleet Performance Reporting

Bidders must propose specific mechanisms and systems (system capabilities to be included in the response) that they will use to report performance in relation to the following fleet performance indicators:

a. **Vehicle Availability Ratio** - To measure and report on the average time that a vehicle is available for use during any scheduled operating time or shift.

b. **Vehicle Utilization Ratio** - To measure and report on the extent to which the vehicles are used.

c. **Spare Capacity Ratio** - To measure whether sufficient vehicles are available to perform work to the required service level standards and to justify the fleet size or population.

6.8.1 <u>Skills Transfer and Social Engagement</u>

The Service Provider will be required to up-skill and train operators and administrators of the municipality to ensure skill and knowledge transfer during the implementation of the project. It is the intended requirement to also ensure that the mobility requirement of the municipality is implemented in a manner that will ensure that there are economic spin-off and broad participation of the community in the project.

I. Training to be aligned with the project outcome including drivers, operators and administrator's empowerment initiatives.

II. Community and / or business based participation in the project to ensure favourable economic spin-off.

III. Localisation of services to existing business enterprises particular Historical Disadvantage individual.

7.12 PROVISION OF DETAILED FLEET ASSESSMENT AND ANALYSIS

Bidders must undertake annually, detailed Fleet Assessment and Audit exercise covering various aspects of fleet management services. The assessment will provide insightful understanding to the municipality of its current fleet status and operational efficiencies. The information collated will be used to streamline the operations and procurement of vehicles in line with stated outcome of reducing costs.

I. Successful bidder will perform on an annual basis detailed fleet feasibility study and assessment to inform and advice the municipality. The assessment will be carried out prior to financial year end as part of assets management and reporting for the purpose of preparing Annual Financial reports.

II. Successful bidder will, at the initial stage, undertake an audit (verification) on existing assets, age and compatibility with area of operation. This will also include a detailed development of fleet policies and lifecycle replacement process.

III. Identifying viable strategy for assets and vehicles maintenance, repairs and disposal at the end of the lifecycle.

IV. The successful bidder will advise the municipality on continuous basis on the efficient way of managing vehicles and assets to achieve the following objectives:

- **Saving costs –** provision of information on the cost versus benefit analysis
- Developing management and operational standards, policies and procedures

V. The successful bidder is to provide options on a continuous basis as to how the municipality can fund procurement of vehicles and equipment "**on and as**" when required. This is meant to improve financial liquidity of the municipality without compromising service delivery.

PRICE SCHEDULE – FLEET COSTING STRUCTURE – VEHICLES; EARTHMOVING EQUIPMENT AND SPECIALISED VEHICLES

No:	Description	Model & Description	Cash Purchase (Incl Vat)	LEASE AMOUNT BASED ON 36 MONTHS – 3000Km		
				Unit Price p/m (Incl VAT)	Total Contract (36 months)	Excess cents / Km
1	**Hatchback 1.4 – 1.6 Engine** Manual, 5 Door, Electric Windows, 5 Forward		**R**	**R**	**R**	**R**
2	**Sedans 1.4** Manual, 5 Doors, Electric Window		**R**	**R**	**R**	**R**
3	**S/Cab bakkie 4x2 – 1.9L** Canopy, Rubberizing, Towbar		**R**	**R**	**R**	**R**
4	**S/Cab bakkie 4x4 (1.9 – 2.5 engine)** Canopy, Toolbox, Towbar, Roof Rack, Rubberizing, front Winch, Fire Extinguisher		**R**	**R**	**R**	**R**
5	**D/Cab bakkie 4x4– Canopy**		**R**	**R**	**R**	**R**

	Rubberizing, Towbar, 4 cylinders					
6	**Mini-Bus – Passenger Vehicle** 2.8 Engine, 6 Speed, Diesel		**R**	**R**	**R**	**R**
7	**Grass Cutter – Tractors** Diesel engine, output >55Kw, Drawbar at the rear end		**R**	**R**	**R**	**R**
8	**Truck – 3 Ton – Crew Cab (Electr)** Drop-side, Roof Rack, Toolbox, Amber Light, Tow Bar, Rubberized Load bin		**R**	**R**	**R**	**R**
9	**Truck 4x2 – 4Ton (Water)** 6 Speed, Drop-side, Toolbox, Amber Light, Tow Bar		**R**	**R**	**R**	**R**
10	**Hydraulic Excavator** Net Rated minimum power of 118kW, 4 cylinders and Piston displacement of 4.5L. Full hydrostatic type. Operating of no less than 21000kg		**R**	**R**	**R**	**R**

11	**Tipper Truck (10m^3)** 6 cylinder, 4 stroke, Automatic, Amber Light, Tow Bar, Tipping must be steel		**R**	**R**	**R**	**R**
12	**Backhoe Loader** The Net Peak Power must be 70Kw@2,000rpm and minimum Net Peak Torque 387Nm @1,300rpm. The transmission must be minimum 5 speed with Hydraulic reverser.		**R**	**R**	**R**	**R**
13	**Skip Loader** The truck should have a lifting device for waste containers. The hook lift loader will be used with 30m^3 open top waste bins and must have a row guide		**R**	**R**	**R**	**R**
14	**Motor Grader** The unit must turbocharged with the minimum Net Power 138kW (185 hp) or higher and the minimum Net torque of 848Nm @ 1,000rpm or higher. Six-wheel Drive with automatic dual-path hydrostatic drive; increases tractive		**R**	**R**	**R**	**R**

	effort and front-end control.					
15	**Steel Drum Roller (Compaction)** Automatic vibration control. Total Displacement of 4399 with gross power of 85kW. Minimum drum width of 2000mm		**R**	**R**	**R**	**R**
16	**Refuse Compactor Truck** 20m^3, Allison gearbox, Automatic, 2 Way radio, Amber Lights, 6 cylinder, P.T.O to be supplied with hydraulic pump, Cab Crew, Bin lifter		**R**	**R**	**R**	**R**
17	**Bull-Dozer** Minimum Net rated Power of 93kW with Net Peak Torque 540Nm. 6 cylinder, Turbocharged, Automatic dual-path, hydrostatic drive. Displacement 6.8L		**R**	**R**	**R**	**R**
18	**Bush Fire Fighting Tanker** Automatic, 4 Crew Cab Members, 6 cylinder Diesel engine, P.T.O included,					

	Booster Tank must be at least 7000 litres with integrated foam tank, Pump must be at the rear of the truck, 2 Way Radio and Siren		**R**	**R**	**R**	**R**
19	**Front-End Loader** The engine shall be a four stroke cycle with 106kW Net Engine Power, and Displacement of 6.8L, 4 cylinders, with operating weight of no less than 12 000kg and bucket capacity of 1.9 -2.1m^3		**R**	**R**	**R**	**R**
20	**SUV 4x4 – 2.4 Litres Automatic** Diesel, 6 Speed, Full alloy wheels, Window tinting		**R**	**R**	**R**	**R**
21	**3 Ton Truck 4x4** 6 Speed Transmission with Manual gearbox. Power@ r/min (kW) 110@2 600 with a Torque@ r/min(Nm) 404@ 1500-2600. Turbocharged. Amber warning light, Drop side with Half Canopy, Bullbar, Towbar, Fiber ladder rack up to 11 meters. Steel toolbox.		**R**	**R**	**R**	**R**
	4 Ton Cherry Picker – Crew Cab					

22	Drop side, 4-cylinder, Steel toolbox with double locks, Spot Light on Bucket, 15m Boom Reach, Emergency Hydraulic Pump underneath the load body		**R**	**R**	**R**	**R**
23	**4 Ton 4x4 Crane Truck** 6 cylinders, Output (kW 176@2,400) 4 stroke, 6 ton lifting capacity with a min extended reach of 0.5m, Crane Mounted at the Rear of Load Body, Winch Fitted on Inner Boom of Crane with Load Hook, Safety Catch and Swivel.		**R**	**R**	**R**	**R**

ADDITIONAL REQUIREMENTS

1. Municipal Logo Branding
2. Fire Extinguisher
3. Air Bags on all vehicles
4. Tyres (Excluded)
5. Insurance (Excluded)
6. All leased vehicles will travel 3000km per month or 160 hours operation per month (earthmoving equipment)
7. Smash and Grab on sedan and bakkies
8. Woven cloth seats

PRICING MATRIX – VALUE ADDED PRODUCTS

Item	Description	Unit	Unit Price (Inc. VAT)	Contr Amount (Inc. VAT)
Vehicle tracking and monitoring	Hardware	once-off	R	R
	Installation fee	once-off	R	R
	Service fee	per month	R	R
	De-installation fee	as and when	R	R
	Re-installation fee	as and when	R	R
	Call-out fee	as and when	R	R
	Driver ID tags	once-off	R	R
Vehicle speed management technology	Hardware	once-off	R	R
	Installation fee	once-off	R	R
	Service fee	per month	R	R
	De-installation fee	as and when	R	R
	Re-installation fee	as and when	R	R
	Call-out fee	as and when	R	R
	Hardware	once-off	R	R
	Installation fee	once-off	R	R

Fuel management technology	Service fee	per month	R	R
	De-installation fee	as and when	R	R
	Call-out fee	as and when	R	R
Fleet management system	Initiation/ take-on fee	once-off	R	R
	Service fee	per month	R	R
Fines management	Initiation/ take-on fee	once-off	R	R
	Service fee	per month	R	R
Managed maintenance	Initiation/ take-on fee	once-off	R	R
	Service fee	per month	R	R
Fleet reports	Service fee	per month	R	R
Fleet assessment (incl ad-hoc consulting and advisory)	Service fee	once-off (Annually)	R	R

C1.1. Form of Offer and Acceptance (Contract Form)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Abaqulusi Municipality……….………………………. in accordance with the requirements and specifications stipulated in bid number…………..……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

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

By the representative of the tendered, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data, within _____ days of the commencement date.

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

....

.... RAND (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 tendered before the end of the period of validity stated in the Tender Data, whereupon the Tendered becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

   (i) Bidding documents, *viz*
      - Invitation to bid;
      - Tax clearance certificate;
      - Pricing schedule(s);
      - Technical Specification(s);
      - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
      - Declaration of interest;
      - Declaration of bidder's past SCM practices;
      - Certificate of Independent Bid Determination;
      - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

3. 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.

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

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME	**SIGNATURE**
CAPACITY	**DATE**

Name and address of Organisation:
....
....
....

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**

PART 2 (TO BE FILLED IN BY THE PURCHASER)

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the Employer and the Tendered upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME	**SIGNATURE**
CAPACITY	**DATE**

SIGNED BY WITNESS:

NAME	**SIGNATURE**	**DATE**