TENDER DOCUMENT

TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

Project Name	Project Number
Appointment of a service Provider for the for provision of vehicles on a full Maintenance lease for Three (3) Years	**SCM/TSW/13/2024-2025**

Contact : Ms Puseletso Mashiane

Tel : (051) 8531111Fax : (051)8531332 (during office hours)

Name of the Bidder……

Amount (vat inclusive)……

Address……

……

……

Contact Number……

E-mail Address……

Closing date: 19 September 2024 at 12h00

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE
TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED
TO THE RULES OUTLINED BELOW

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.

a. CLIENT, EMPLOYER,TSWELOPELE LOCAL MUNICIPALITY.

b. BID, TENDER AND VARIATIONS THEREOF

c. JOINT VENTURE / CONSORTIUM

d. TENDERER, BIDDER, CONTRACTOR

Account Holder: _____

Bank: _____

Branch:_____

Account Type: _____

Account Number: _____

Branch Code:_____Bank Rating _____

Date Bank stamp

CONFIRMATION OF BANKING DETAILS BY BANK OFFICIAL

Surname : _____

Designation of the official														
Work telephone no														
Bank fax no														

E-mail address

_____

SIGNATURE OF THE BANK OFFICIAL:

_____

Date

Addition Financial Accounts:

Name of Financial Institution	**Type of Account**	**Account Number**	**Bank Rating**

1. FULL DESCRIPTION OF THE TENDER

Appointment of a service Provider for the provision for provision of vehicles on a full Maintenance lease for Three (3) Years.

2. RULES FOR BIDDING

2.1 The municipality is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection,

2.2 Documents submitted by bidders will not be returned. The municipality reserves the right to return late bid submission unopened,

2.3 The municipality reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the municipality decide not to proceed with the bid,

2.4 The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement.

2.5 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately,

2.6 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids,

2.7 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned,

2.8 Payment for each service will be made 30 days after receiving of Invoices.

2.9 **Bidders must comply with all requirements particularly conditions of work as per sectoral determination,**

2.10 **Bidders must have existing resources to be able to provide the service (Premises),**

2.11 Should the contract between the municipality and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated,

2.12 Bidders should not scratch out without initialling next to the amended rates or information, affecting the evaluation of the bid,

2.13 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”,

2.14 Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted,

2.15 Bidders will be disqualified if any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters,

2.16 The Accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

2.16.1 Who is in the service of the state, or;

2.16.2 If that person is not a natural person, of which any Director, Manager, Principal Shareholder or Stakeholder, is a person in the service of the state; or;

2.16.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

2.17 Failure to provide **an accreditation and Membership of at-least one relevant body letter of good standing with SARS and inability to prove that the Municipal rates and taxes are not in arrears for more 90 days as required in the bid documentation will lead to bidder not being advanced to the next stage of evaluation:**

2.18 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector,

2.19 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification,

2.20 **All functionality and all other returnables will be exposed to verification process, and any returnable proven to be a fake document, the bidders document will be rejected or subjected to disqualification**.

2.26 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document, all courier tenders must be delivered in the tender box situated at Reception Area, 01 Bosman Street, Civic Centre, Bultfontein,9670 by the delivery man.

2.27 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number,

2.28 Fully completed and signed tender documents must be deposited into the tender box located at: 01 Bosman Street, Civic Centre, Bultfontein,9670. The sealed envelope must specify the following:

2.28.1 Bid number

2.28.2 Closing Date and time

2.28.3 The name and address of the tenderer

2.30 The Municipality has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.

3. KEY PERSONNEL EXPERIENCE (CONSULTANTS WHO WILL BE ATTENDING TO TSWELOPELE LOCAL MUNICIPLITY NEEDS DURING THE CONTRACT PERIOD)

NB: Key person list for qualified personnel change during implementation of the project

Name and Initial	Tel Number	Position in your Company	Qualifications	Number of years' experience

4.2.1 Curriculum Vitae of Key Personnel: Provide separate forms for each position listed in Form: Key Personnel

Name:		**Gender:**
ID / Passport No:		**Nationality:**
Contact No:		**Race:**
Profession / Current position:		**Years as Contract Manager:**
Professional Registration Number:		**Year obtained**
Undergraduate Qualifications field:		**Year obtained**
Accreditation certificate in field:		**Year obtained**
Name of Employer (firm):		**Years with firm:**
Employment Record		**Years with firm:**
Company	**Period**	**Capacity**
Experience Record Pertinent to Required service: (Please list the projects, value and year)		
Project Name	**Value**	**Year**

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

_____ _____

Signature of person named in the schedule Date

Curriculum Vitae of Key Personnel (consultant)

Provide separate forms for each position listed in Form: Key Personnel if employed by bidder

Name:		**Gender:**
ID / Passport No:		**Nationality:**
Contact No:		**Race:**
Profession / Current position:		**Years as Contract Manager:**
Professional Registration Number:		**Year obtained**
Undergraduate Qualifications field:		**Year obtained**
Accreditation certificate in field:		**Year obtained**
Name of Employer (firm):		**Years with firm:**
Employment Record		**Years with firm:**
Company	**Period**	**Capacity**
Experience Record Pertinent to Required service: (Please list the projects, value and year)		
Project Name	**Value**	**Year**

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

_____ _____

Signature of person named in the schedule Date

5. TRIBAL AUTHORITY /MUNICIPAL ACCOUNT DECLARATION FORM

Proof that municipal rates and taxes are not in arrears

Company Property / Account (Attach recent municipal statement/lease agreement/letter from tribal authority)			
Tribal Authority /Municipal Name / description /address	**Account Number**	**Property Owner / ID/ Account Type**	**Declaration Amount/ signature**
Name:		Account	Amount
address		ID No:	signature
Account Type			

I, _____(Bidder name) declare that above account(s) are not in arrears & undertakes to settle all municipal account/ account tribal authority, authorize TLM to verify all municipal account / tribal authority account of a company; members/director (excluded are of employer/association member) and understand that if account(s) is in arrears shall decline our bid at any SCM process stage; we acknowledge that information furnish above is accurate/correct and if not may render our bid invalid (duly sign by above members/director on signature column

SIGNATURE OF BIDDER: _____ **DATE:** _____

I declare that the percentage I have quoted in the document is correct. I also understand that TLM may negotiate the decrease on the rate as quoted in this bid document.

_____ _____

Signed by: **Date**

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TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

T1.1 BID NOTICE AND INVITATION TO BID

Appointment of a service Provider for the provision of vehicles on a full maintenance lease for Three (3) Years. The municipality will enter into a service level agreement with the appointed service provider for Three (3) Years to clarify terms and conditions for the duration of the agreement.

There will be no briefing session. Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be available on E-tender portal (www.etender.gov.za) as well as on municipal website (www.tswelopele.gov.za) When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorized Version on the system.

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked TENDER'' Description of Project / Project Number'' as mentioned above.

Closing date of this tender is 19 September 2024 at 12H00 and should be deposited in the tender box at Tswelopele Local Municipality. No late applications will be accepted.

Preferential Procurement Policy Framework of 2022, on 80/20 point system. Tenders will remain valid for 90 (ninety) days.
Specified Goals = (race, gender, disability and Youth)

Enquiries related to this tender should be addressed to Ms PJ Mashiane at (051) 8531111 during working hours.

Mr. EM Leseane
TSWELOPELE MUNICIPALITY
01 BOSMAN STREET
CIVIC CENTRE
BULTFONTEIN
9670

T1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Tswelopele Local Municipality 01 Bosman Street Civic Centre Bultfontein 9670
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.7 CLARIFICATION MEETING	*NONE*
F.2.12 ALTERNATIVE TENDER OFFERS	*No alternative bid is to be accepted!*
F.2.13.2 SUBMITTING A TENDER OFFER	The **whole original** bid document, **as issued by the Municipality**, shall be submitted**.** Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING TIME	The closing time for submission of bid offers is: Date: 19 September 2024 Time : **12H00** Telephonic, telegraphic, facsimile or e-mailed bid offers will **not** be accepted.
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 10 days to respond to the service offer.

Clause number	Data
F.1.9 INSPECTIONS, TESTS AND ANALYSIS	Access will be provided by the municipality for the inspection of the tenderer's offices if required.

F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following **Valid documents** to the tender document: a. Proof of registration on Central Supplier Database [Last verified between the **date of advert** and the **closing date**] detailing all compliance requirements of the Bidder; b. Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted. c. Proof of registration with relevant body. d. Bank rating between A-C - as attached and to be stamped by the bank e. A certified copy of a valid COIDA certificate for the bidder f. Submit the above documents (a to f) for each company if bidding as a joint venture g. Joint venture, consortium agreements (if applicable). h. The bidder must attach a valid certified copy of public liability insurance cover. i. Tender will be appointed as a form of a panel – Only responsive tenderers on the below will be appointed and upon a need the quotations will be requested from relevant bidders, Evaluation will take place as follows Stage 1: returnables Stage 2: Functionality Stage 3: Calculation of specified Goals After appointment as and when needed, Calculation of preference points and specified goals. **Note:** Failure to attach the above documents will lead to automatic disqualification from further evaluation
F.1.11 OPENING OF BID SUBMISSIONS	There will be public opening of bids. The Municipality will publicise the tender opening register on the website: www.tswelopele.gov.za after the closing date.
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will **not** be followed.
F.1.12 ARITHMETICAL ERRORS	a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.

	c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of
Clause number	**Data**
	prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.
F.1.13 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the **80/20** point preference system. - where 80 points will be allocated in respect of price - 20 points will be allocated towards targeted goals (race, gender, Disability and Youth). - Note: All bids will be evaluated firstly on returnable compliance and functionality before the evaluation on 80/20 point system
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions shall not be considered and shall automatically be rejected.
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Tswelopele Municipality is **one.**
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 *The Municipal shall confirm validity of all functionality documents attached with relevant person indicated, we may require Previous Purchase Orders or previous payments from the reference contact person indicated in the returnable claiming functionality points. It will take 3 attempts for the Municipality to do so if the committee fails to confirm the validity of the returnable from the reference contact person such returnable will not be awarded a point.* 3 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 4 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the regions as specified in the tender document. 5 The bid document shall be submitted as a whole and **not** in parts. 6 **List of returnable documents (PART T2) must be completed in full.** (i.e.: A bidder's company profile **will not** be used by the TLM to complete PART T2 on behalf of the bidder) **NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.**

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

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

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

F.2 Tenderer's obligations

F.2.1 Eligibility
Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his/ her principals, is not under any restriction to do business with the employer.

F.2.2 Cost of tendering
Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents
Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents
Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda
Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting
Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.
Details of the meeting are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may ensue during the contract term.

F.2.10 Pricing the tender offer

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

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract (36 months) inclusive of applicable projected escalation as provided for in the conditions of contract identified in the contract data and not subject to any further adjustment; payable on a monthly basis.

F.2.10.3 State the rates and prices in South African Rand only.

F.2.10.4 The **municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract**

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as “ORIGINAL”

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer‘s address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing Time

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

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

F.2.16 Tender Offer Validity

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

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

F.2.16.3 The contract will be valid for a period of three (3) years

It would be expected of the successful Service Provider to assume duty upon appointment on the date to be determined by the municipality.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or

prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings
F.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final

evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

a. Complies with the requirements of these Conditions of Tender,

b. Has been properly and fully completed and signed, and

c. Is responsive to the other requirements of the tender documents.

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

a. Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b. Change the Employer's or the tenderer's risks and responsibilities under the contract,

c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors

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

a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.

b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.

c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 EVALUATION METHODOLOGY

a. In addition to all items highlighted under Page 2 titled **"Very Important Notice on Disqualifications",** the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
b. Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

F.3.14 **Municipality's right to accept or reject any or all Bids**

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.15. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Provide copies of the contracts

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

3. List of attachments required for Evaluation Purposes

a. Proof of registration on Central Supplier Database [Last verified between the **date of advert** and the **closing date**] detailing all compliance requirements of the Bidder;

b. Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted,

c. A certified copy of a valid COIDA certificate for the bidder

d. Submit the above documents (a to c) for each company if bidding as a joint venture

e. Joint venture, consortium agreements (if applicable).

f. The bidder must attach a valid certified copy of public liability insurance cover.

3. EVALUATION METHODOLOGY

Stages of Evaluation

- Guidelines for Evaluation using the Points method

a. Score sheets will be prepared and provided to evaluation committee members to evaluate the bids.
b. The score sheet should contain all the criteria for points as well as the values to be applied for evaluation as indicated in the bid documents.
c. Each evaluation Committee member should after thorough evaluation independently award his / her own value to each individual points.
d. Score sheets should be signed by evaluation committee members and if necessary, written motivation may be requested from evaluation committee members where vast discrepancies in the values awarded for each point exist.
e. If the minimum qualifying score for functionality is indicated as points in the bid documents, the points scored for functionality may be calculated as follows:

i. The scores for each point should be added to obtain the total score; and
ii. The following formula should be used for the total score for functionality:

Ps = Points

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 70 Points of the total points (rounded to the nearest decimal point) for functionality (quality of service) in order to be considered for further evaluation in stage 2 (Evaluation on Price and specified goals).

Criteria	Applicable values
Company Experience: Past projects	**40 Points**
Previous experience and expertise with regards to Lease of vehicles. Provide 1-4 relevant Purchase orders or Appointment Letter and reference letter The reference letters should include the following: Name of client, Period for which the contract was awarded, The value of each contract Contact person and details of clients ***NB: Bidders must be aware that the municipality will contact these companies for verification.***	1 x Appointment Letter or Purchase Orders and reference letters = 10 Points 2 x Appointment Letter or Purchase Orders and reference letters = 20 Points 3 x Appointment Letter or Purchase Orders and reference letters = 30 Points. 4 x Appointment Letter or Purchase Orders and reference letters = 40 Points
Project Implementation schedule	**10 Points**
Provide a detailed Operational Plan/Work Methodology on how leasing will be handled will be handled.	
Proof of ownership of fleet (per vehicle) as quoted below on the bill of quantity	**30 Points**
Proof ownership of the Fleet/Lease agreement /Intent to lease (in-line with project duration)	
Financial Capability	**20 Points**
Attach Bank Rating of C or higher (Bidder must be aware that we only accept a bank stamped Bank rating)	
Total functionality Score	**100 Points**

Stage 2: Evaluation on Price and Targeted goals 80/20

2.1 Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the Specific Goals claimed, and if so, score Bid evaluation points for specific Goals.
- Calculate total Bid evaluation points (Price points plus specified goals points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.

- 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.
- In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for Specific goals Points
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific Goals, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2.2 Price formula

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

- Where: Np = the number of bid/tender adjudication points awarded for price.
- Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

2.3 Scoring for Specific Goals

Bids will evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R0.00 and up to R50 million.

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100%Black-owned enterprise	8	3	CSD Report and ID Copy
41-50% Black-owned enterprise	6	2	CSD Report and ID Copy
31-40%Black-owned enterprise	4	1	CSD Report and ID Copy
21-30% Black-owned enterprise	2	0	CSD Report and ID Copy
0-20% Black-owned enterprise	1	0	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Women-owned enterprise	4	3	CSD Report and ID Copy
31-50% Women-owned enterprise	3	1	CSD Report and ID Copy
11-29% Women-owned enterprise	2	1	CSD Report and ID Copy
1-10% Women-owned enterprise	1	1	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Disabled-owned enterprise	4	2	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	3	1	ID Copy, CSD Report and medical certificate
11-29% Disabled-owned enterprise	2	1	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	1	0	ID Copy, CSD Report and medical certificate

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Youth-owned enterprise	4	2	CSD Report and ID Copy
31-50% Youth-owned enterprise	3	1	CSD Report and ID Copy
11-29% Youth-owned enterprise	2	1	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	0	CSD Report and ID Copy

Appointment of a service Provider for the provision of vehicles on a full maintenance lease for Three (3) Years as and when needed.

PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES .....

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES .....

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT.....

T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT .....

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.3: PROPOSED KEY PERSONNEL

FORM 2.1.4: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: AUTHORITY FOR SIGNATORY

FORM 2.1.6: SCHEDULE OF PROPOSED SUB-CONTRACTORS

FORM 2.1.7: FINANCIAL REFERENCES

FORM 2.1.8 DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.9 AMENDMENTS & QUALIFICATIONS BY BIDDER

FORM 2.1.1 SCHEDULE OF VEHICLES REQUIRED FOR THE CONTRACT

The Bidder shall state below which vehicles will be available for the work should they be awarded the Contract.

DESCRIPTION	SIZE/DESCRIPTION	QUANTITY
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11. Other: Specify		

FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD
[please attach Annual report for the Previous financial year]

a) Total Turnover in the previous financial year? R_____
b) Estimated turnover for current financial year? R_____

Physical facilities: Provide information on Company offices/Premises

Description	Address	Area (m²)

List current contracts and obligations [maximum]:

Description	Location	Value (R)	Start date	Expected completion date

FORM 2.1.3 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	INITIALS & SURNAME	HIGHEST QUALIFICATION	EXPERIENCE [NO OF YEARS]
HEADQUARTERS Partner/director			

Project Manager (s)			

FORM 2.1.4 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience .** Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

Give names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WASIMPLEMENTED	TEL NO, FAX NO, EMAIL	DESCRIPTION OF WORK	CONTRACT VALUE (R)	CONTRACT PERIOD
	_____ _____ _____			
	_____ _____ _____			
	_____ _____ _____			

FORM 2.1.5 AUTHORITY FOR SIGNATORY

All signatories**, including sole proprietors**, shall confirm their authority by **attaching to this bid** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

FORM 2.1.6 SCHEDULE OF PROPOSED SUB-CONTRACTORS (PLEASE WRITE N/A IF NO SUBCONTRACTOR WILL BE USED)

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of subcontractor	b % HDI ownership	c = a x b Total contribution to HDI ownership
Total % of contract subcontracted		Total contribution of HDI ownership:		

FORM 2.1.7 FINANCIAL REFERENCES

FINANCIAL STATEMENTS (delete which is not applicable)

I/We _____ (name of authorized representative

Confirm that we have attached a three (3) year audited copy of financial statements together with my/our Directors' and Auditors' report.

FORM 2.1.8 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

DESCRIPTION

FORM 2.1.9 AMENDMENTS AND QUALIFICATIONS BY BIDDER

See condition of bid
Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION

Initial here: _____

Appointment of a service Provider for the provision for provision of vehicles on a full Maintenance lease for Three (3) Years as and when needed.

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 CERTIFICATION

FORM 2.2.4 MBD 9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

(a) Bid to provide to TSWELOPELE LOCAL MUNICIPALITY (TLM) with vehicles on a full Maintenance lease for Three (3) Years as and when needed.
To all Municipal Staff described both in this and the other Schedules to this Contract to which I shall annex my signature;

(b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;

(c) Further agree to be bound by those conditions, set out in, “PARTS T1; T2; C1; C2; and C3”, attached hereto, should this bid be accepted;

(d) Confirm that this bid may only be accepted by Tswelopele Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;

(e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;

(f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between TLM and the undersigned;

(g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.

(h) Acknowledge that the information furnished is true and correct;

(i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of TLM that the claims

are correct. If the claims are found to be inflated, TLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by TLM as a result of the award of the contract and/or cancel the contract and claim any damages which TLM may suffer by having to make less favourable arrangements after such cancellation;

(j) Declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and

(k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

Signed at_____ on this_____ day of_____20_____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

Sign as witness: _____

FORM 2.2.2 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

3.1 Are you presently in the service of the state **YES / NO _____**

If yes, furnish particulars _____

_____

3.2 Have you been in the service of the state for the past twelve (12) months? **YES /NO**

If yes, furnish particulars _____

_____

3.3 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO _____

If yes, furnish particulars _____

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

_____

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

If yes, furnish particulars _____

_____

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

If yes, furnish particulars _____

_____

FORM 2.2.3 CERTIFICATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. THAT ANY MISREPRESENTATION OF

INFORMATION MAY LEAD TO IMMEDIATE CANCELLATION OF THE AGREEMENT.

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

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE AUTOMATICALLY REJECTED.

_____ _____

Signature Date

_____ _____

Position Company Name

MBD 6

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest

acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document 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.

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

Initial here: _____

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

MBD 8

CERTIFICATION

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

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

……... **……..**
Signature **Date**

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

MBD 9

FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

a) This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

b) 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.

c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

d) 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.

e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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: TSWELOPELE LOCAL MUNICIPALITY

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

I certify, on behalf of

_____

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[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 or arrangement with any competitor regarding: a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

Initial here: _____

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

_____ _____

Signature **Date**

_____ _____

Position **Company Name**

Appointment of a service Provider for the provision for provision of vehicles on a full Maintenance lease for Three (3) Years as and when needed.

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

	Date	Title or Details
1		
2		
3		
4		
5		

Attach additional pages if more space is required.

Signature of Authorized person: _____ Date:_____

Name of authorized person:_____ Position: _____

Appointment of a service Provider for the provision for provision of vehicles on a full Maintenance lease for Three (3) Years as and when needed.

PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

C1.2 BILL OF QUANTITIES

C1.1 PRICING INSTRUCTIONS

1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured net in accordance with the sites without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the provision of Security services in identified sites, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation
for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only
Amount	:	The quantity of an item multiplied by the bidder's rate of the (same) item. Should be quoted in ZAR currency only
Sum	:	An amount bidded for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

No = No
% = Percentage
Prov Sum = Provisional Sum

C1.2 Bill of Quantities

Item No	Description	Quantity	Vehicle Model or Type	Premium rate per vehicle per month	Total premium rate per annum
1.	Lease of 16-Seater Mini-Bus	1		R	R
2.	Lease of single cab bakkie(s) (with canopy)	1		R	R
3.	Lease of double cab bakkie(s)	1		R	R
4.	Lease of sedan vehicle(s)	1		R	R
5.	Lease of Executive/Luxury Vehicle(s)	1		R	R
6.	Lease of yellow Fleet	1		R	R
7	Lease of Caddy Vehicles	1		R	R
8	Admin Fee	1		R	R
				SUB-TOTAL	**R**
				VAT 15%	**R**
				GRAND TOTAL	**R**

N.B: It must be noted that TSWELOPELE Municipality has the right to either subtract or add other facilities subsequent to an agreement with the winning service providers during the subsistence of the agreement.

PART C2: SCOPE OF WORK……

C.2.1 DESCRIPTION OF WORK//SCHEDULE OF ACTIVITIES

C.2.1 DESCRIPTION OF WORK

C2.1.1 Scope of Work

Bidders must submit their bids that meet the following minimum technical specifications as required by the municipality.

16-Seater Mini-Bus x 1		
No.	**Item Description**	**Unit/ Yes/ No/ Not Applicable**
1.	Primary colour	White
2.	Towbar	Yes
3.	Vehicle Tracking	Yes
4.	Driver Tag	Yes
5.	Air Conditioning	Yes
6.	Smash and Grab Tint	Yes
7.	Engine size (between)	2.0L – 2.8L
8.	Transmission type	Manual
9.	Doors	4
10.	Fuel	Diesel
11.	Warranty	36 Months or 90 000km Warranty

Single Cab Bakkie x 1		
No.	**Item Description**	**Unit/ Yes/ No/ Not Applicable**
1.	Primary colour	White
2.	Towbar	Yes
3.	Vehicle Tracking	Yes
4.	Driver Tag	Yes
5.	Air Conditioning	Yes
6.	Smash and Grab Tint	Yes
7.	Engine size (between)	1.9L – 2.5L

8.	Transmission type	Manual
9.	Doors	2
10.	Fuel	Diesel
11.	Warranty	36 Months or 90 000km Warranty

Double Cab Bakkie x 1		
No.	**Item Description**	**Unit/ Yes/ No/ Not Applicable**
1.	Primary colour	White
2.	Towbar	Yes
3.	Vehicle Tracking	Yes
4.	Driver Tag	Yes
5.	Air Conditioning	Yes
6.	Smash and Grab Tint	Yes
7.	Engine size (between)	1.9L – 2.8L
8.	Transmission type	Automatic / Manual
9.	Doors	4
10.	Fuel	Diesel
11.	Warranty	36 Months or 90 000km Warranty

Sedan Vehicles x 1		
No.	**Item Description**	**Unit/ Yes/ No/ Not Applicable**
1.	Primary colour	White
2.	Vehicle Tracking	Yes
3.	Driver Tag	Yes
4.	Air Conditioning	Yes
5.	Smash and Grab Tint	Yes

6.	Engine size (between)	1.0L – 2.0L
7.	Transmission type	Manual/Auto
8.	Doors	4
9.	Fuel	Petrol
10.	Warranty	36 Months or 90 000km Warranty

Executive / Luxury Vehicles x 1		
No.	**Item Description**	**Unit/ Yes/ No/ Not Applicable**
1.	Primary colour	Will be indicated to appointed bidder.
2.	Towbar	N/A
3.	Vehicle Tracking	Yes
4.	Driver Tag	Yes
5.	Air Conditioning	Yes
6.	Smash and Grab Tint	Yes
7.	Engine size (between)	2.0L – 3.0L
8.	Power/Torque (between)	140kW/400Nm – 149kW/440Nm
9.	Transmission type	Automatic
10.	Doors	5
11.	Fuel	Diesel
12.	Body Type	SUV
13.	Warranty	36 Months or 120 000km Warranty

Yellow Fleet – TLB X1		
No.	**Item Description**	**Unit/ Yes/ No/ Not Applicable**
1.	Primary colour	Will be indicated to appointed bidder.
2.	Towbar	N/A

3.	Vehicle Tracking	Yes
4.	Driver Tag	Yes
5.	Air Conditioning	Yes
6.	Backhoe Bucket capacity	0.18m^3
7.	Loader Bucket	0.9m^3
8.	Engine size (between)	4x4
9.	Power/Torque (between)	Developing not less than 68kW power
10.	Transmission type	Automatic
11.	Fuel	Diesel
12.	Body Type	Heavy Duty
13.	Warranty	36 Months or 120 000km Warranty

Caddy X1		
No.	**Item Description**	**Unit/ Yes/ No/ Not Applicable**
1.	Primary colour	White
2.	Towbar	Yes
3.	Vehicle Tracking	Yes
4.	Driver Tag	Yes
5.	Air Conditioning	Yes
6.	Doors	5
7.	Engine size	2
8.	7 seater	7 seater
9.	Transmission type	Automatic
10.	Fuel	Diesel
11.	Body Type	Panel Van
12.	Warranty	36 Months or 120 000km Warranty

C2.1.2 Temporary Works

a) If there is a need for provision of any other work to be performed by the appointed Service Provider, this would be discussed with the winning tenderer.

PART C3 AGREEMENT AND CONTRACT DATA

C3.1 FORM OF OFFER AND ACCEPTANCE

C3.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C3.1 FORM OF OFFER AND ACCEPTANCE [THIS SECTION MUST BE COMPLETED AFTER APPOINTMENT]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works. Appointment of a service Provider for the provision for provision of vehicles on a full Maintenance lease for Three (3) Years as and when needed, as and when needed

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS FOR THIRTY SIX (36) MONTHS

_____

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

Company Name_____

Initial here: _____

Name of Witness _____

Signature _____

Date: _____

4. ACCEPTANCE

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

The terms of the contract, are contained in

Part C1 Pricing Data

Part C2 Scope of Work

Part C3 Agreements and Contract Data, (which includes this Agreement)

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

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

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s)_____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

2. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject_____

Details

_____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

C3.2 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

On this the _____ day of _____20_____

Between **TSWELOPELELOCAL MUNICIPALITY** (hereinafter called "the

Employer") herein represented by _____

In his/her capacity as_____

And

_____

(Hereinafter called "the Mandatory") of the other part, herein represented by

_____

In his/her capacity as _____

WHEREAS the Employer is desirous that certain works be undertaken as per this contract:

_____

and has accepted a Bid by the Mandatory for the provision of such services and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's representative requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued

(b) the date of termination of the Contract

3 The Mandatory declares himself/herself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

(i) Section 8 : General duties of employers to their employees;
(ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
(iii) Section 37 : Acts or omissions by employees or mandataries, and
(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

3 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

4 The Mandatory warrants that all his/her and his/her subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

5 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

6 In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on

_____ 20_____,

Mr/Ms

_____ whose signature

Appears below, has been duly authorised to sign the AGREEMENT in terms of THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS SIGNATURE _____

NAME _____
(IN CAPITALS)

N.B. MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR EASE OF IDENTIFICATION

….THE END…..