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SEKHUKHUNE DISTRICT MUNICIPALITY

APPOINTMENT OF SERVICE PROVIDER FOR THE LEASE OF VEHICLES PERIOD OF THREE (03) YEARS.

TENDER NO. SK-8/3/1-01/2021/2022

DUE AT: 11H00

CLOSING ON: 05/08/2021

TENDERER:

TENDER PRICE (INCL. VAT): _____

EMPLOYER:

Municipal Manager
Sekhukhune District Municipality
Private Bag X8611
Groblersdal
0470

Contact: Supply Chain unit
Tel no: +27 (13) 262 7646/7301
Fax no: +27 (13) 262 3570

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SK8/3/1-01/2021/2022	CLOSING DATE:	05/08/2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR LEASE OF VEHICLES FOR A PERIOD OF THREE (03) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) SEKHUKHUNE DISTRICT MUNICIPALITY-AB SIKHOSANA FIRE STATION (GROBLERSDAL FIRE STATION)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT		DEPARTMENT	CORPORATE SERVICES	
CONTACT PERSON	LOLO SIKHOSANA		CONTACT PERSON	KGAKI BOSHIGO	
TELEPHONE NUMBER	013 262 7646		TELEPHONE NUMBER	013 262 7470	
E-MAIL ADDRESS	sikhosanal@sekhukhune.gov.za		E-MAIL ADDRESS	boshigok@sekhukhune.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THIS BID IS VALID FOR 90 DAYS
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

LIST OF RETURNABLE DOCUMENTS.

The tenderer must complete the returnable documents as listed

Generic	Tick if completed
Authority for Signatory (<i>Compulsory</i>)	
Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)	
Certified copy of identity documents for directors (<i>Compulsory</i>)	
Compulsory Enterprise Questionnaire-SCHEDULE 1A (<i>Compulsory</i>)	
Copy of Company Registration Documents or CK1 for Close Corporations (<i>Compulsory</i>)	
Form of offer to be properly signed (<i>Compulsory</i>)	
Declaration of Interest (MBD4) (<i>Compulsory</i>)	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (<i>Compulsory</i>)	
Certificate of Independent Bid Determination (MBD9) (<i>Compulsory</i>)	
Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBEE Exempted Micro Enterprises as per bidder's correct turnover category (<i>Required for evaluation</i>)	
Audited financial statements (<i>Compulsory</i>); if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements: for the past three years, or; since their establishment if established during the past three years; A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii). (<i>Compulsory</i>) The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 30 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable. (<i>Compulsory</i>)	
Valid Tax Clearance Certificate Issued by the South African Revenue Service. (<i>Compulsory</i>) or PIN issued by SARS	
CSD Registration/CSD Summary Report (<i>Compulsory</i>)	

Note:

The meaning of the cursive type for each Form is as follows:

- **Compulsory:** Documentation or Information that must be submitted with the tender
(Failing to submit any if the document may result in the tender being deemed non-responsive).
- **Required for evaluation:** Additional documentation that is required to be submitted with the tender and will be used as part of the tender evaluation.
- It is the responsibility of the bidder to bind the bid document

**TERMS OF REFERENCE FOR LEASE OF VEHICLES FOR SEKHUKHUNE
DISTRICT MUNICIPALITY**

Project : Lease of Municipal Vehicles
Department : Cooperate Services
Institution : Sekhukhune District Municipality
Location : Sekhukhune District Area

1. PURPOSE

The purpose of the request is to identify and appoint a suitable service provider for provision of vehicle lease and full maintenance for the period of three (3) years for Sekhukhune District Municipality.

2. SCOPE OF WORK

Sekhukhune District Municipality is looking for a professional service provider for the lease of new vehicles and full maintenance for a period of three (3) years.

Total Number of Fleet required

NO	FLEET TYPE	NUMBER OF VEHICLES
1	LDV 4X2 MAINTENANCE AND OPERATIONS	17
2	4X4 LDV MAINTENANCE AND OPERATIONS	12
3	4X4 LDV SKIT UNIT(EMERGENCY VEHICLES)	3
4	4X4 LDV RIV (EMERGENCY VEHICLES)	2
5	CREW CAP	32
6	WATER TANKERS	26
7	HONEY SUCKERS	3
8	CRANE TRUCK	2
9	TLB	5
10	LOW BED	2
11	DIESEL BOWSERS	5
12	SUV 3.00D/ SUV 4.0D	2
	TOTAL	109

3. SPECIFICATION

DESCRIPTION	SPECIFICATION	NUMBER OF VEHICLES
LDV 4X2 HI- RIDER MAINTENAN	DIMENSION FUEL TANK: TANK CAPACITY OF NOT LESS THAN 50 LITRES	18

CE AND OPERATION	LOAD CAPACITY:1 TON TYRES SIZE: ON STANDARD RIMS, 205/70R15, SUPPLIED WITH THE SAME SIZE OF SPARE WHEEL ENGINE AND TRANSMISSION TRANSMISSION: 5 SPEED MANUAL MULTIPPOINT FUEL INJECTION DRIVE AXLE: REAR WHEEL DRIVE POWER OUTPUT : 100KW@5600RPM TORQUE: 182NM@+4000RPM FUEL TYPE: DIESEL THEFT PROTECTION: IMMOBILISER AUDIO COMMUNICATION RADIO/CD/MP3 AIR CONDITIONER CONVENIENCE: POWER WINDOWS AND AIR CONDITIONERS COLOUR: WHITE LOGO AND MARKINGS: AS WILL BE SUPPLIED BY THE SEKHUKHUNE DISTRICT MUNICIPALITY. TWO- WAY RADIO COMMUNICATION: SUPPLY AND FIT RADIO AS RECOMMENDED BY THE LOCAL SUPPLIER EMERGENCY LIGHTS: A DETACHABLE ORANGE LED STROBE LIGHT WILL BE SUPPLIED WITH THE VEHICLE. RUBBERISING: HEAVY DUTY RUBBERISING WILL BE APPLIED ON THE BASE OF THE VEHICLE. TOW-BAR: SUPPLIED WITH TOW-BAR AND ELECTRICAL POINT	
LDV4X4 MAINTENANCE AND OPERATIONS	DIMENSIONS FUEL TANK: TANK CAPACITY OF NOT LESS THAN 50 LITRES. LOAD CAPACITY: 1 TON TYRES SIZE: ON 17 ALLOY, 265/65R17, SUPPLIED WITH THE SAME SIZE OF SPARE WHEEL OFF ROAD TYRES ENGINE AND TRANSMISSION TRANSMISSION: 5 SPEED MANUAL DRIVE AXLE: 4X4 WHEEL DRIVE POWER OUTPUT: 120KW@3400RPM TORQUE: 343NM@+1400RPM FUEL TYPE: DIESEL	12

	THEFT PROTECTION: IMMOBILISER RADIO/CD/MP3 AIR CONDITIONER COLOUR: WHITE TWO- WAY RADIO COMMUNICATION: SUPPLY AND FIT RADIO AS RECOMMENDED BY THE LOCAL SUPPLIER EMERGENCY LIGHTS: A DETACHABLE ORANGE LED STROBE LIGHT WILL BE SUPPLIED WITH THE VEHICLE. RUBBERISING: HEAVY DUTY RUBBERISING WILL BE APPLIED ON THE BASE OF THE VEHICLE. TOW-BAR: SUPPLIED WITH TOW-BAR AND ELECTRICAL POINT	
BAKKIE 4X4 SKIT UNIT(EMERGENCY VEHICLES)	DIMENSIONS FUEL TANK: TANK CAPACITY OF NOT LESS THAN 50 LITRES. LOAD CAPACITY: 1 TON TYRES SIZE: ON 17 ALLOY, 265/65R17, SUPPLIED WITH THE SAME SIZE OF SPARE WHEEL OFF ROAD TYRES ENGINE AND TRANSMISSION TRANSMISSION: 5 SPEED MANUAL DRIVE AXLE: 4X4 WHEEL DRIVE POWER OUTPUT: 120KW@3400RPM TORQUE: 343NM@+1400RPM FUEL TYPE: DIESEL THEFT PROTECTION: IMMOBILISER RADIO/CD/MP3 AIR CONDITIONER COLOUR: WHITE TWO- WAY RADIO COMMUNICATION: SUPPLY AND FIT RADIO AS RECOMMENDED BY THE LOCAL SUPPLIER EMERGENCY LIGHTS: A DETACHABLE ORANGE LED STROBE LIGHT WILL BE SUPPLIED WITH THE VEHICLE. RUBBERISING: HEAVY DUTY RUBBERISING WILL BE APPLIED ON THE BASE OF THE VEHICLE. TOW-BAR: SUPPLIED WITH TOW-BAR AND ELECTRICAL POINT EQUIPMENTS DROP-IN SKIT UNIT ALUMINIUM FRAME	

	1X REAR LOAD BOX 2X SPARE WHEEL MOUNTING EMERGENCY WARNING SYSTEM SIRENS AND ROTATORS TANKERS 600 LITRE STEP TANKER POLYPROPYLENE 25 LITRE POLYPROPYLENE CLASS A FOAM SYSTEM PORTABLE PUMP OUTPUT @10 BAR (41LPM) PRESSURE 100 BAR HOSE REEL 2X HAND CRANK HOSE REELS EACH FITTED WITH 40M A 11MMHP HOSE AND A FLOW SELECTABLE NOZZLE	
BAKKIE 4X4 RIV (EMERGEN CY VEHICLES)	DIMENSIONS FUEL TANK: TANK CAPACITY OF NOT LESS THAN 50 LITRES. LOAD CAPACITY: 1 TON TYRES SIZE: ON 17 ALLOY, 265/65R17, SUPPLIED WITH THE SAME SIZE OF SPARE WHEEL OFF ROAD TYRES ENGINE AND TRANSMISSION TRANSMISSION: 5 SPEED MANUAL DRIVE AXLE: 4X4 WHEEL DRIVE POWER OUTPUT: 120KW@3400RPM TORQUE: 343NM@+1400RPM FUEL TYPE: DIESEL THEFT PROTECTION: IMMOBILISER RADIO/CD/MP3 AIR CONDITIONER COLOUR: WHITE TWO- WAY RADIO COMMUNICATION: SUPPLY AND FIT RADIO AS RECOMMENDED BY THE LOCAL SUPPLIER EMERGENCY LIGHTS: A DETACHABLE ORANGE LED STROBE LIGHT WILL BE SUPPLIED WITH THE VEHICLE.	

	RUBBERISING: HEAVY DUTY RUBBERISING WILL BE APPLIED ON THE BASE OF THE VEHICLE. TOW-BAR: SUPPLIED WITH TOW-BAR AND ELECTRICAL POINT EQUIPMENTS FORMED ALUMINIUM 4 X TIMES LOCKERS 2 X FULL DEPTH REAR SLIDE OUT TRAYS ANODISED SATIN FINISH ALUMINIUM ROLL-UP DOORS FIRST AID KIT ELECTRICAL EQUIPMENT 2,700W INVERTER EMERGENCY WARNING SYSTEM LED ALL ROUND- LIGHTS SIRENS AND ROTATORS RESCUE EQUIPMENT POWER GENERATOR ELECTRICAL WINCH BREATHING APPARATUSES, 750 LITRE WATER TANKER, 250 LITRES FOAM TANKER, HIGH PRESSURE PUMP, LIGHT MASS, LIGHTS, EXTINGUISHER, SHOWEL AND HACK.	
CREW CAP	SCOPE MASS PERMISSION BODY+ PAYLOAD 2,920 KG TOTAL TARE 2,280 KG GVM 5,200 KG GCM 8,700 KG DT 8,700KG AXEL FRONT GA /GAU 2,900 KG FRONT A/AU 2300KG REAR GA/GAU 5,000KG REAR A/AU 4,480KG ENGINE CAPACITY 2,999 TYPE TURBO INTERCOOLED	30

	POWER AT R/MIN 96@2,800 KW TORQUE 330@1,600 - 2,70 TRANSMISSION SHIFT AUTOMATED FUEL TANK CAPACITY 75 LITRES TYRES FRONT AND REAR 7,00R16 CAB DOUBLE SEATS 6 SEATER RADIO/CD/MP3 AIR CONDITIONER OPERATE AS A MAINTENANCE VEHICLE WITH EQUIPMENT ON BOARD. SHOULD BE FITTED WITH RAILINGS TO ENABLE THE LOADING OF 6M LONG WATER PIPES OF DIFFERENT DIAMETERS. SUPPLY TWO - WAY RADIO AS RECOMMENDED BY LOCAL SUPPLIER. LOCKABLE TOOLBOX FITTED COLOUR: WHITE	
WATER TANKER	TRUCK CAB: SINGLE CAB, SITTING ARRANGEMENT OF 1+1. COLOR : WHITE ENGINE CAPACITY - 7,8 AND ABOVE TYPE - TURBO INTERCOOLED/COMMON RAIL POWER AT R/MIN - 176@2,400 KW AND ABOVE TORQUE - 706@1,450 - 2,400 AND ABOVE MASS PERMISSIBLE BODY + PAYLOAD KG 10,410 TARE - TOTAL (T) * KG 4,890 GVM KG 15,500 V KG 15,300 GCM KG 24,000 D/T KG 24,000 AXLE - FRONT GA/GAU KG 6,300 AXLE - FRONT A/AU KG 6,300 AXLE - REAR GA/GAU KG 9,200 AXLE - REAR A/AU KG 9,000 * LITRES OF FUEL TANK 1 INCLUDED IN TARE LITRES 15 * LITRES OF FUEL TANK 2 INCLUDED IN TARE	22

	LITRES 15 * TOOLS INCLUDED IN TARE * SPARE WHEEL INCLUDED IN TARE MASS PERFORMANCE GRADE ABILITY AT V % 34.6 GRADE ABILITY AT D/T % 0.0 MAX. GEARED ROAD SPEED * KM/H 118 * LIMITED TO 80KM/H IF GVM > 9000KG, AND 100KM/H IF GVM > 3500KG AND <= 9000KG MAJOR DIMENSIONS OVERALL LENGTH MM 9,255 OVERALL WIDTH MM 2,400 WHEELBASE MM 5,550 CA - CAB TO BOGIE/REAR AXLE MM 4,924 CHASSIS WIDTH FRONT MM 0 CHASSIS WIDTH REAR MM TYPE SYNCHROMESH SHIFT AUTOMATIC NO. OF GEARS FORWARD 6 FIRST GEAR RATIO 6.615 TOP GEAR RATIO 0.722 SUSPENSION FRONT MULTI LEAF SPRINGS REAR MULTI LEAF SPRINGS SHOCK ABSORBERS FRONT STABILIZERS FRONT STEERING OPERATION POWER BRAKES SYSTEM TYPE FULL AIR SPECIFICATION COMPARISON FRONT DRUMS REAR DRUMS ANTI-LOCK BRAKING SYSTEM (ABS) STANDARD PARK/EMERGENCY SYSTEM SPRING EXHAUST BRAKE STANDARD ELECTRICAL & FUEL FUEL TANK 1 CAPACITY LITRES 200 FUEL TANK 2 CAPACITY LITRES 200 TYRES MAKE - FRONT NOT SPECIFIED SIZE AND PLY RATING - FRONT 11R22.5-16 MAKE - REAR NOT SPECIFIED SIZE AND PLY RATING - REAR 11R22.5-16 CAB & EXTRAS	
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	TYPE MEDIUM TYPE OPTION ROOF LOW NO. OF BUNKS 0 NO. OF SEATS 3 AIR-CONDITIONING RADIO HOUR METER TILT CAB YES TANKER SCOPE WATER TANKER CAPACITY SHOULD BE 18 000 l WITH A DISCHARGE PUMP HEIGHT OF 6 M AND PUMP. MILD STEEL PTO DRIVEN FITTED WITH 15M X50MM OUTLET PIPES X 2	
HONEY SUCKER	TRUCK SCOPE CAB: SINGLE CAB, SITTING ARRANGEMENT OF 1+1. COLOR : WHITE ENGINE CAPACITY - 7,8 AND ABOVE TYPE - TURBO INTERCOOLED/COMMON RAIL POWER AT R/MIN - 176@2,400 KW AND ABOVE TORQUE - 706@1,450 - 2,400 AND ABOVE MASS PERMISSIBLE BODY + PAYLOAD KG 10,410 TARE - TOTAL (T) * KG 4,890 GVM KG 15,500 V KG 15,300 GCM KG 24,000 D/T KG 24,000 AXLE - FRONT GA/GAU KG 6,300 AXLE - FRONT A/AU KG 6,300 AXLE - REAR GA/GAU KG 9,200 AXLE - REAR A/AU KG 9,000 * LITRES OF FUEL TANK 1 INCLUDED IN TARE LITRES 15 * LITRES OF FUEL TANK 2 INCLUDED IN TARE LITRES 15 * TOOLS INCLUDED IN TARE * SPARE WHEEL INCLUDED IN TARE MASS PERFORMANCE GRADE ABILITY AT V % 34.6 GRADE ABILITY AT D/T % 0.0 MAX. GEARED ROAD SPEED * KM/H 118 * LIMITED TO 80KM/H IF GVM > 9000KG, AND 100KM/H IF GVM > 3500KG AND <= 9000KG MAJOR DIMENSIONS OVERALL LENGTH MM 9,255	3

	OVERALL WIDTH MM 2,400 WHEELBASE MM 5,550 CA - CAB TO BOGIE/REAR AXLE MM 4,924 CHASSIS WIDTH FRONT MM 0 CHASSIS WIDTH REAR MM TYPE SYNCHROMESH SHIFT AUTOMATIC NO. OF GEARS FORWARD 6 FIRST GEAR RATIO 6.615 TOP GEAR RATIO 0.722 SUSPENSION FRONT MULTI LEAF SPRINGS REAR MULTI LEAF SPRINGS SHOCK ABSORBERS FRONT STABILIZERS FRONT STEERING OPERATION POWER BRAKES SYSTEM TYPE FULL AIR SPECIFICATION COMPARISON FRONT DRUMS REAR DRUMS ANTI-LOCK BRAKING SYSTEM (ABS) STANDARD PARK/EMERGENCY SYSTEM SPRING EXHAUST BRAKE STANDARD ELECTRICAL & FUEL FUEL TANK 1 CAPACITY LITRES 500 FUEL TANK 2 CAPACITY LITRES 500 TYRES MAKE - FRONT NOT SPECIFIED SIZE AND PLY RATING - FRONT 11R22.5 MAKE - REAR NOT SPECIFIED SIZE AND PLY RATING - REAR 11R22.5 CAB & EXTRAS TYPE MEDIUM TYPE OPTION ROOF LOW NO. OF SEATS 3 AIR-CONDITIONING RADIO HOUR METER TANKER SCOPE ABLE TO MANAGE BOTH SOLIDS AND LIQUIDS SLUDGE MILD STEEL TANKER SEPTIC SEWAGE TRUCK HONEY SUCKER, (STAINLESS STEEL 7500L) SUPPLY TWO - WAY RADIO AS RECOMMENDED BY LOCAL SUPPLIER.	
CRANE TRUCK	10 TON CRANE TRUCK, DROP SIDE	3

	MAXIMUM GRADE ABILITY GVW 10480KG SHIFT AUTOMATIC MIN TURNING RADIUS SECTION: THREE SECTIONS LENGTH FULL RETRACTED 7.8M LENGTH FULL EXTENDED 1080M COLOUR: WHITE	
TLB	SCOPE 4X4 BACKHOE LOADER NET PEAK POWER (ISO 9249) 70 KW NET PEAK TORQUE (ISO 9249) 387 NM LOADER BUCKET NOMINAL 1 M³ CAPACITY.	5
LOW BED	10 TON PAYLOAD ROLL BACK WITH REAR WHEEL ON TANDEM AXLES. DIESEL ENGINE CAPACITY OF 11000CM3 AND DEVELOPING NOT LESS THAN 200KW (DIN) STEEL LOAD BODY TO SPECIFICATION SHIFT AUTOMATIC 2 LIFT & 1 SLIDE CYLINDERS – WELDED CYLINDERS HYDRAULIC WINCH 4.5 TON PUMP, HYDRAULIC HOSES & FITTINGS FAIL SAFE AIR KICK-OUT ON PTO SWITCH LEGAL TAILLIGHTS, MARKER LIGHTS & WORKING LIGHTS PAINT: DECK & HEADBOARD - BLACK SIDES – WHITE HIGH TENSILE WINCH CABLE 2 X J HOOK CHAINS 2 X HIGH TENSILE SAFETY CHAINS 1 X V-CHAIN (2 X 600MM LENGTHS) SABS APPROVED CHEVRON BOARD SABS APPROVED REFLECTIVE TAPE 2 X SABS APPROVED MUD FLAPS 3 LEVER VALVE BANK OIL TANK & LEVEL GAUGE 9 X LASHING POINTS ON DECK ANTI TILT LOCK OUT MECHANISM ON DECK TILT LEVER	3
FUEL TRAILER	DISPENSING FUEL 2000 LITRE DOUBLE AXEL TRAILER FLOW FILTER AND FLOW METRE LOCKABLE MOTOR COVER BOX VACUUM VENT 2000 LITRE DIESEL BOWSER TAC	5
SUV 3.0D	MULTIPLE PURPOSES SUV 4X4	1

	1900CM3 TO 2000CM3 DIESEL 5 SEATER 5 DOORS 2.5D THE VEHICLE TO BE CHANGED AFTER 150 000KM IN ACCORDANCE WITH MAYORAL HANDBOOK.	
SUV 4.0D	MULTIPLE PURPOSES SUV 4X4 1900CM3 TO 2000CM3 DIESEL 5 SEATER 5 DOORS 3.0D THE VEHICLE TO BE CHANGED AFTER 150 000KM IN ACCORDANCE WITH MAYORAL HANDBOOK	1

4. PRICE SCHEDULE

4.1 Rates per month

VEHICLE DESCRIPTION	TOTAL REQUIRE D	KM TO BE TRAVELLED PER MONTH	RATE PER VEHICLE/MONT H	TOTAL
LDV MAINTENANCE AND OPERATION	17	3500		
4X4 LDV MAINTENANCE AND OPERATIONS	12	3500		
4X4 LDV SKIT UNIT (EMERGENCY VEHICLE	3	2500		
4X4 LDV RIV (EMERGENCY VEHICLE	2	2500		
CREW CAP	32	3500		
WATER TANKER	22	5000		
HONEY SUCKER	3	3500		
CRANE TRUCK	3	3000		
TLB	5	3000		
LOW BED	3	3000		
FUEL TRAILER	5	-		
OFFICIAL VEHICLE OF SPEAKER SUV	1	5000		
OFFICIAL VEHICLE OF THE MAYOR SUV	1	5000		
TOTAL	109			

4.2 EXCESS KILOMETRES

VEHICLE DESCRIPTION	RATE PER KM IN EXCESS	TOTAL
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LDV MAINTENANCE AND OPERATION		
4X4 LDV MAINTENANCE AND OPERATIONS		
CREW CAP		
WATER TANKER		
HONEY SUCKER		
CRANE TRUCK		
TLB		
LOW BED		
FUEL TRAILER		
OFFICIAL VEHICLE OF SPEAKER SUV		
OFFICIAL VEHICLE OF THE MAYOR SUV		
TOTAL		

4.3. TOTAL AMOUNT

1. Total amount per month _____
2. Total amount for year one (1) _____
3. Total amount for year two (2) _____
4. Total amount for year three (3) _____

Grand Total amount for three (3) years _____

5. BRANDING

- Sekhukhune District Municipality Water Services Logo and as advised by end user department.
- Logos will be on both doors and on the bonnet.
- The writing should be clear to read at a distance.
- Reflective striping shall be provided around the vehicle.
- The design will be forwarded to the winning bidder.

6. MONTHLY RENTAL

- Monthly rental shall apply for each item of the equipment hired with effect from the commencement date.
- Rental amounts will be fixed for the duration of the period subject to annual escalation.
- Should the employer need extra vehicle within a year of the contract period the vehicle will be restricted to the initial term of the contract and or the remaining period of the contract.
- The SUV vehicles to be changed after 150 000km in accordance with Mayoral handbook.
- The costing must indicate price escalation for each year over three (3) years.

7. MAINTANANCE

1. Service provider should indicate duration where the vehicle will be operational, services and maintained.

2. Maintenance shall include full service and replacement of worn out parts.
3. Service provider should respond within 24 hours when services are required.
4. Technician should be stationed around Sekhukhune District Municipality to provide service when and where required.

8. VEHICLE TRACKING SPECIFICATION

On-Time tracking systems should be provided

1. GPS position
2. Management reports
3. Monitoring of over speeding
4. Alert for no go areas
5. Odometer reading
6. Theft retrieval
7. 24/7 vehicle monitoring
8. Fuel monitoring
9. Auto Engine Control System
10. Stolen Vehicle Recovery
11. Monitor Driver Behaviour
12. Route replay
13. Ignition Sensor
14. Power event notification
15. Web based Software application
16. Logbook

9. REPORTING RELATIONSHIPS

Monthly automatic reports/ Specific reports on request.

10. QUALIFICATIONS AND EXPERIENCE/ RELEVANT REGISTERED BODY

The Service Provider shall have the following experience:

- Minimum three (3) years relevant working experience, of which 2 years continuous experience in fleet service provision.
- Knowledge of fleet services.
- Proven ability to work and interact with people from diverse, professional, social and cultural backgrounds;
- Excellent analytical skills.

11. CAPACITY, COMPETENCY AND EXPERTISE REQUIRED

Respondent to have a proven track record along with the experience and capacity as listed below for supply of motor vehicles.

1. Be able maintain the vehicles when service is requested.
2. Ability to deliver and install at a specific location.
3. To conduct training for Sekhukhune District Municipality for machinery operators and vehicles.
4. Machinery and extras provided should be SABC approved.
5. Provide supporting documents for each commodity supplied
6. Be able to supply within one two months of the order/ appointment letter issued.

12. REFERENCES

Verifiable references of professional organizations where you provided similar services.

13. PERFORMANCE CRITERIA

1. The performance of service provider will be evaluated monthly. The criteria used to measure his/her performance will be:
2. Ability to produce report when required and the level of accuracy of the reports.
3. Customer care efficiency.

14. DURATION AND TIMING

Contract duration will be for three (3) years from date of appointment.

15. VEHICLE PURCHASING

There should be an option for the District Municipality to purchase the vehicles at the end of the contract.

16. ASSESSMENT CRITERIA

The services provider proposals will be assessed as follows:

The proposal will be evaluated based on three stages:

1. Administrative (compulsory Attachments)
2. Functionality
3. Price and BBEE preferential points (90/10) evaluation criteria.

17. FUNCTIONALITY

Functionality will be evaluated as follows:

- The bidder must demonstrate in the proposal, knowledge and expertise of: Assessment Criteria.

Minimum points/score for functionality is 60, anyone who scores below 60 points will not be considered for further evaluation.

All certified copies of not exceeding three months.

METHODOLOGY AND IMPLEMENTATION PLAN RESPONSE ACCORDING TO SPECIFIC TASK • NO METHODOLOGY (0 POINTS) • WITH 50% OF SPECIFIC TASK (10 POINTS) • ABOVE 50% OF SPECIFIC TASK (20 POINTS)	(20) POINTS
COMPANY PREVIOUS/CURRENT PROJECTS RELATED TO THE SCOPE OF WORK WITH CONTACTABLE REFERENCES: (Attach appointment letters) • No projects (0 points) • 1 – 2 projects (5 points) • 3 – 5 projects (20 points) • 6 and above projects (30 points)	(30) points
SIZE OF FLEET CURRENTLY RENTED OR LEASED OUT.	(20)

Response according to specific task (Provide letters as proof) No fleet (0 points) 10 – 15 fleet = (5 points) 16 - 19 fleet = (10 points) >above 20 fleet = (15 points)	points
REGISTERED RELEVANT BODY OF KNOWLEDGE. (ATTACH CV AND CERTIFICATES) • RMI (RETAIL MOTOR INDUSTRY) (10 POINTS) • ATTACH VALID ISO CERTIFICATES (10 POINTS) • IMPLEMENTED ISO 9001:2015 PROGRAMME (10 POINTS)	(30) POINTS

DECLARATION OF INTEREST

- (i) No bid will be accepted from persons in the service of the state¹.
- (ii) 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.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:
.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....
.....

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

(a) a member of –

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

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

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

(d) an employee of any national or provincial department, national or provincial public entity or 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.

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....

.....

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

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

.....

YES / NO

.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars

YES/NO

of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

YES / NO

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

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

(iii) GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(g) Price; and

(h) B-BBEE Status Level of Contribution.

1.4 The bid will be evaluated on **FUNTIONALITY and BBBEE**

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTION	
Total points for Price and B-BBEE must not exceed	

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2

DEFINITIONS

“all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard

contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

5. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
6. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
7. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
8. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
9. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
10. **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
13. **“non-firm prices”** means all prices other than “firm” prices;
14. **“person”** includes a juristic person;
15. **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
16. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
17. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
18. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
19. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
20. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$Ps_{80} = \frac{Pt - P_{min}}{P_{min}} \times 80 \quad \text{or} \quad Ps_{90} = \frac{Pt - P_{min}}{P_{min}} \times 90$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(*Tick applicable box*)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from

obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate or Tax Pin;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES

1
2
DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **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 <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, 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.

MBD 9

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

.....
Name of Bidder

FORM OF OFFER AND ACCEPTANCE

1. OFFER

The Sekhukhune District Municipality, identified in the acceptance signature block, has solicited offers to enter a contract for:

Appointment of Service Provider for the Lease of Vehicles for a Period of Three Years.

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....
.....

RAND (IN WORDS); R..... (IN FIGURES) (RATES ARE APPLICABLE FOR THIS TENDER)

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

For the **Tenderer**

.....
(Name and address of organization)

Name and signature
of witness Date

2. ACCEPTANCE

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (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 the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) 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.¹

Signature(s)
Name(s)
Capacity

for the **Employer**
(**Sekhukhune District Municipality**)
Private Bag x8611
Groblersdal
0470

Name and signature of witness Date

SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

- | | |
|---|---|
| ☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
|---|---|

- ☐ a member of the board of directors of any municipal entity
 ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an official of any municipality or municipal entity
 ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

- i) authorizes the Client/Municipality to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

SCHEDULE 1B: AUTHORITY OF SIGNATORY

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

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

A. Certificate for Company

I,, chairperson of the board of directors of

....., hereby confirm that by resolution of the board **(copy attached)** taken on 20..., Mr/Ms acting in the capacity of, was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses :

- | | | |
|---------|------------|-------|
| 1. | Chairman : | |
| 2. | Date : | |

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company
 , acting in the capacity of lead partner, to sign all

documents in connection with the tender offer for Contract .. and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1. Signature : Sole owner :
2. Date :

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms
 acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- A. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- B. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

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

TABLE OF CLAUSES

(i)	Definitions
(j)	Application
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(l)	Standards
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(n)	Patent rights
(o)	Performance security
(p)	Inspections, tests and analysis
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(s)	Insurance
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(u)	Incidental services
(v)	Spare parts
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(ee)	Termination for default
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(mm)	Notices
(nn)	Taxes and duties
(oo)	National Industrial Participation Programme (NIPP)
(pp)	Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

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

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

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

² Standards

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

² Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

21. Performance security

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

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

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

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

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

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

4. Inspections, tests and analyses

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12.

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

13. Incidental services

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

6. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
7. furnishing of tools required for assembly and/or maintenance of the supplied goods;
8. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
in the event of termination of production of the spare parts:
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

8.

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

9. Prices

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

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

10. Contract amendments

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

11. Assignment

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

12. Subcontracts

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

13. Delays in the supplier's performance

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

v) Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**v) Force
Majeure**

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

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

**(f) Termination
for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**(g) Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation
of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

