

# GREATER TZANEEN MUNICIPALITY



## SUPPLY CHAIN MANAGEMENT UNIT

**BID DESCRIPTION:** SUPPLY AND FITMENT OF VEHICLE MONITORING, TRACKING AND FLEET MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS

**BID NO:** SCMU 11/2021

**NAME OF THE BIDDER:** .....

**BID AMOUNT:** R ..... VAT Incl.

**AMOUNT IN WORDS** .....

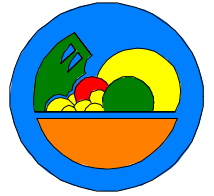
**CLOSING DATE:** 21 JULY 2021 @ 12H00

**SCMU 11/2021**  
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**PART A: MBD1**  
**GREATER TZANEEN MUNICIPALITY**  
**GROTER TZANEEN MUNISIPALITEIT**  
**MASIPALA WA TZANEEN**  
**MASEPALA WA TZANEEN**



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**SUPPLY CHAIN MANAGEMENT UNIT**

**DEPARTMENT: CIVIL ENGINEERING SERVICES**

**BID DESCRIPTION: SUPPLY AND FITMENT OF VEHICLE MONITORING, TRACKING AND FLEET MANAGEMENT SYSTEM FOR A PERIOD OF THREE YEARS**

**BID NO: SCMU 11/2021**

Bids are hereby invited from interested service provider for supply and fitment of vehicle monitoring, tracking and fleet management system for a period of three years. No bid document will be sold at the municipality. Bid documents are obtainable at Greater Tzaneen Municipality website only: [www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za). Interested bidders must attach proof of the following documents to avoid disqualification: CSD report (not older than 3 months), certified copies of ID's for all directors of the company, statement of municipal rates and taxes for both company and directors appearing in the CK (not older than 3 months)/ letter from traditional authority not older than 3 months for the company and the directors/ lease agreement (attach 3 months proof of payment for lease), valid tax pin or tax clearance, certified or original B-BBEE certificate (combined BBEE certificate if Joint Venture), signed joint venture agreements in case of a joint venture companies, initial every page of the bid document.

Bidders must sanitise/ wear gloves when preparing their bid document. Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: SCMU 11/2021, postal address and contact details of the bidder.

Bid document will be available only on [www.greatertzaneen.gov.za](http://www.greatertzaneen.gov.za) on the date of advert. Closing date: 15 July 2021 @ 12:00 Public bid opening will be held on the closing date at 12h00, Council Chambers.

**EVALUATION OF BIDS**

\*N. B: Functionality: Company experience -30; Contactable References in similar projects -30 points; Detailed Project Plan-20; Ability of the Bidder 's infrastructure to Handle complaints and after sales support - 20 points Only bidders obtaining 70 points will be subjected 80/20 Preference point scoring system will apply,

where 80 points 3 will be allocated for price only and 20 points for Broad Based Black Economic Empowerment (B-BBEE) level of contributor.

**Bidders shall take note of the following bid conditions:**

- a) Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid;
- b) Broad Based Black Economic Empowerment (B-BBEE) Act will apply on this bid;
- c) Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid;
- d) Contract period: 36 months
- e) Council reserves the right to negotiate further conditions with the successful bidder;
- f) Council reserves the right not to appoint;
- g) No bidder will be appointed if not registered on Central Supplier Database;
- h) Council have the right to appoint more than one bidder;
- i) Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

**Technical enquiries should be directed to Mr. W. Molokomme @ 015 307 8210/076 076 809 5626 and Chief Financial officer @ 015 307 8060 /0782399010**

**Administrative enquiries related to the bid be directed to Ms. M. Mpyana @ 015 307 8091**

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Mr. B.S. Matlala

Municipal Manager Greater Tzaneen Municipality

**PART B.1  
FORM OF BID**

**BID FOR CONTRACT NUMBER SCMU 11/2021**

I/We, the undersigned:

**BID FOR AN AMOUNT ..... % (VAT INCLUSIVE) AND;**

- a) Bid to supply and deliver to the Greater Tzaneen Municipality all or any of the supplies of goods described in both Specification and Scheduled of this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Part B, C, D, E, F, G, H, I, J, K and L should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached in Part “I, J, K, L and M; N; O”
- f) Declare that, the relevant authorised person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at ..... this ..... Day of .....20.....

\_\_\_\_\_  
**Signature**

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**As Witness:**

1. NAME \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

. Signature

2. NAME \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature

State in cases where the bidder is a Company, Corporation or Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract on behalf of:

\_\_\_\_\_  
By virtue of \_\_\_\_\_

Dated \_\_\_\_\_ a certified copy of which is attached to this bid.

Signature of authorized person: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_

As witness:

1. NAME \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Signature

2. NAME \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Signature

Please Note: The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

**Failure on the part of the Bidder to sign the Form of Bid and initial each page of the bid document will result in a bid being disqualified.**

Bidders must sign this Form of Bid as well as **PART "F,"** attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties. Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

**Bank account details of Bidder:**

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

Type of Account: \_\_\_\_\_

**PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).**

**PART B. 2  
BIDDING INFORMATION**

Details of person responsible for bidding process

Name: \_\_\_\_\_

Contact number: \_\_\_\_\_

Address of office submitting bid: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax no: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**AUTHORITY FOR SIGNATORY**

Signatories for close corporation and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of director(s) passed on \_\_\_\_/\_\_\_\_/20\_\_\_\_

Mr/ Mrs. \_\_\_\_\_

Has been duly authorized to sign all documents in connection with the bid for

Contract \_\_\_\_\_ No \_\_\_\_\_

And any Contract, which may arise there from on behalf of

---

Signed on behalf of the company:

\_\_\_\_\_

In his capacity as:

\_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of signatory

As witness:

1. **NAME** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature**

2. **NAME** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature**

## **PART C**

### **GENERAL UNDERTAKINGS BY THE BIDDER**

#### **1.1 Definitions**

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to Greater Tzaneen Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen-
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or
  - (ii) Who is a female; and/ or
  - (iii) Who has a disability?
- 1.1.10 **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.11 **SMMEs”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.12 **Contract”** refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.
- 1.1.13 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.



- 1.1.14 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.
- 1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 **“Functionality”** means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

## **1.2 INTERPRETATION:**

- 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
- 1.2.2 An expression which denotes: -
- 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;
- 1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

## **1.3 I/we hereby Bid:**

- 1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Tzaneen Municipality.
- 1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

### **2.1 I/we agree further that:**

The offer herein shall remain binding upon me/us and open for acceptance by the Greater Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This

bid and its acceptance shall be subject to the terms and conditions contained in the Forms, schedule(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted. notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

- 2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Greater Tzaneen Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality;
- 2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;
- 2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
- 2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.
- 2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client;
- 2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.
- 2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk
- 2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have

participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

**If your answer here is yes, please state the names(s) of the other Bid(s)**

**involved.....**  
**.....**

## **PART D: GENERAL CONDITIONS OF CONTRACT**

### **GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA**

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#### **GOVERNMENT PROCUREMENT: GREATER TZANEEN MUNICIPALITY GENERAL CONDITIONS OF CONTRACT JULY 2010**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders;  
and
  - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
  - Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## **TABLE OF CLAUSES**

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

## 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.

- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. APPLICATION**

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

### **3. GENERAL**

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

### **4. STANDARDS**

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

### **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.**

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

### **6. PATENT RIGHTS**

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

### **7. PERFORMANCE SECURITY**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.



- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further

opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. SPARE PARTS**

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

#### **15. WARRANTY**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

## **16. PAYMENT**

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

## **17. PRICES**

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

## **18. CONTRACT AMENDMENTS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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.

### **23. TERMINATION FOR DEFAULT**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier?
- 23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

## **24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

## **25. FORCE MAJEURE**

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

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

## **26. TERMINATION FOR INSOLVENCY**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the

supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. SETTLEMENT OF DISPUTES**

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

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

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

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

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

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

## **28. LIMITATION OF LIABILITY**

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

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

## **29. GOVERNING LANGUAGE**

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



### **30. APPLICABLE LAW**

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

### **31. NOTICES**

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

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

### **32. TAXES AND DUTIES**

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

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

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

### **33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME**

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

### **34. PROHIBITION OF RESTRICTIVE PRACTICES**

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

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

## **PART E**

### **GENERAL PROCEDURES**

#### **1. General Directives**

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

#### **2. Process for competitive bidding**

Following are procedures for a competitive bidding process for each of the following stages:

##### **2.1 Compilation of bidding documentation**

- (a) Take into account –
- The general conditions of contract;
  - Any Treasury guidelines on bid documentation; and
  - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
- (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.

- (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
    - \* For the past three years; or
    - \* Since their establishment if establishment 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 payments is overdue for more than 30 days
  - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
  - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

## **2.2 Issuing of bid documents**

On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation.

The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid.

No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

### 2.3 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

(i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and

(ii) Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

(iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process

(iv) Bids submitted must be sealed.

(v) The following information must appear in any advertisement:

- \* Bid number,
- \* Description of the requirements
- \* The place where the bid documents can be obtained
- \* The place where the bid documents can be obtained
- \* The date, time and venue where site inspection/briefing session will be (if applicable);
- \* Closing date and time;
- \* The fee applicable that must be paid before the bid documents Will be issued; and
- \* The name and telephone numbers of the contact person for any enquiries.

## 2.4 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

## 2.5 Handling of bids submitted in response to public invitation

### (a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by an explanation.

### (b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening of the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

## 2.7 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

## 2.8 Consideration of bids

The Council takes all bids duly admitted into consideration.

- The Council reserves the right to accept the lowest or any bid received
- The decision by the Municipality regarding the awarding of a contract must be final and binding

## 2.9 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

**i) Compliance with bid conditions**

Bid submitted on time

Bid forms signed and each page initialled

All essential information provided

Certified ID copies

Proof of work experience (attach CV)

Original or certified copy of B-BBEE Certificate

Proof of registration with a professional body.

Submission of an original Tax Clearance Certificate, MBD 2

Submission of Company Registration Certificate

Submission of a Joint Venture Agreement, which has been properly signed by all parties

Payment of Municipal Fees

Submission of certified Identity documents

(ii) Meeting technical specifications and comply with bid conditions;

(iii) Financial ability to execute the contract; and

(iv) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.

**2.10 Evaluation of bids on functionality and price**

(i) Greater Tzaneen Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.

(ii) The total combined points allowed for functionality and price may, In respect of bids with an estimated Rand value above R50, 000,000.00, not exceed 90 points.

(iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder

(iv) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.

(v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.

(vii) The number of points scored for achieving Government's Broad-Based Black Economic

- (vi) Empowerment Objectives must be calculated separately and must be added to the points
- (viii) Scored for functionality and price.
- (ix) Only bid with the highest number of points be selected.

#### **2.11 Acceptance of bids**

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form. Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

#### **2.12 Publication of bid information**

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website

#### **2.13 Cancellation and re-invitation of bids**

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.
  - (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 million, the bid must be cancelled.
  - (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
- (a) A bid may be cancelled before award if:
- ❖ Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
  - ❖ Funds are no longer available to cover the total envisaged expenditure, or
  - ❖ No acceptable bids were received

## PART F: FORM OF BID



**GREATER TZANEEN MUNICIPALITY**  
**GROTER TZANEEN MUNISIPALITEIT**  
**MASIPALA WA TZANEEN**  
**MASEPALA TZANEEN**



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### **SPECIFICATIONS: DETAILED SPECIFICATION FOR THE SUPPLY AND FITMENT OF VEHICLE MONITORING, TRACKING AND FLEET MANAGEMENT SYSTEM FOR A PERIOD OF THREE YEARS MINIMUM REQUIREMENTS**

#### 1. Fleet Monitoring Technology and Support

- a) The control unit must be mounted in the vehicle, and must be tamper proof.
- b) The control unit must report any power loss or tamper detection.
- c) The control unit must be capable of receiving outside inputs (signals) e.g. for the monitoring of opening of power take offs etc.
- d) The control unit must be capable of recording the following aspects related to driving:
  - (i) Over revving of the vehicle
  - (ii) Over speeding of the vehicle
  - (iii) Harsh braking of the vehicle
  - (iv) Excessive vehicle idling
  - (v) Seat belt fastening
- e) The installed system must provide a running odometer independent of the vehicle odometer.
- f) The system must be capable of accepting driver identification “keys” and report, lockout or approve driver activation.
- h) The system must be capable of overriding driver access authority by cell phone or approved manager i.e. remote immobilisation.
- i) The system must have a panic button installed and report immediately to the control centre, and responsible manager without delay.
- j) The system must be capable of forwarding alarm messages to one or more cell phones in real time.
- k) The system must be capable of voice communication to the driver with a call me facility and other predetermined messages available to the driver.
- l) The polling of vehicles must be capable of one or more multiple polls simultaneously.
- m) The system must be capable of providing reports on various fleet management reports, such as fuel consumption, down time, kilometres travelled per vehicle, type of fleet, workstation and municipality.



- n) Must interact with the driver by means of a warning buzzer, to prevent where possible actual violation of parameters.
- o) Must record tachograph data i.e. speed, Rpm and green band performance at 10 second intervals.
- p) The bidder must state the failure rate in respect of the unit must include a car cameras (dashcams) for recording footage from a vehicle and enable it to intelligently see the road ahead and detect other incidents.

## 2. Vehicle Tracking Device

- a) System must be capable of reporting data and tracking at various intervals and sending that data in “real time” on the exact location of the vehicle.
- b) A battery backup must be available on the system to ensure independent operation of the unit for a minimum period of three days.
- c) The system must be capable of recording and reporting second by second accident information, a minimum of 60 seconds prior and minimum of 30 seconds after the accident has occurred.
- d) The installed system must be capable of recording route information and report on any deviation from the route.
- e) The system must be capable of defining safe areas and no-go area’s and report on any event of leaving the safe area or entering a no-go area.
- f) The system must serve the dual functions of active fleet management and stolen vehicle recovery and must be supported by a 24/ 7/ 365 call centre which provides both a bureau and stolen vehicle recovery service.
- g) All System installed in the vehicle must have an alternative, completely independent, backup RF unit that is activated when the track system is ripped out of the vehicle.

## 3. Software and Connectivity

- a) System must use GPS for vehicle location, GPRS and SMS for data communications.
- b) System must be capable of using either GPRS or SMS communication modes e.g. automatically fall back on SMS when GPRS connectivity is lost.
- c) Management of the system should be possible by means of hosted software as well as web based software and mobile app.
- d) The completed installation and hardware must be guaranteed for the duration of the contract.
- e) Must make use of enhanced GPS for greater accuracy.
- f) The application software must facilitate the setting of maintenance, license renewal and roadworthiness reminders. The application software and DATA must reside on the Clients own computer.
- g) The application software must be able to be networked from various user computer stations to the main server hub – on the Clients premises and mobile gadgets.
- h) An alternative Internet connection to the above data must be available (for afterhours access to the Data).
- i) All access to the application software and data MUST be password protected with multiple layers of passwords and functions tailored to suit each user.

#### 4. Added Advantages

- a) Linkage and integration with the existing municipal 2-way portable radio system with GPS navigator.
- b) Compatible to the existing municipal customer services / call centre. Evaluation Criteria Any bid that fails to achieve a minimum of 70 points on the functionality evaluation shall not be evaluated further and will be deemed to be non-responsive.

#### FUNCTIONALITY

#### **EVALUATION CRITERIA**

The **80/20** evaluation criteria will apply to this tender. The tender will be evaluated on the following criterial:

The bidder who scores **above 70 points** will be deemed Responsive

NO	CATEGORY	A-POINTS	B-WEIGHTING	SCORES = (A*B)
<b>1</b>	<b>Company Experience</b>		30	
	Above 10 Years	15		
	Above 5 years to 10 years	10		
	Above 3 years to 4 years	4		
	Above 2 years to 3 years	3		
	Above 1 years to 2 years	2		
	0 to 1 year	1		
	<b>(Include Company profile and appointment letter)</b>			
<b>2</b>	<b>Contactable References in Similar Projects (Submit proof of SLA and appointment letter)</b>		30	
	Above 10 Contactable References	20		
	Above 5 to 10 Contactable References	15		
	Above 3 to 5 Contactable References	10		
	1 to 3 Contactable References	5		
<b>3</b>	<b>Detailed project plan</b>		20	
	Requirement below is demonstrated	10		
	Requirement below is partially demonstrated	5		
	Requirement below is not demonstrated	0		
	<b>Notes</b> -Expected delivery and installation timeframes is calendar days from date of appointment.			

NO	CATEGORY	A-POINTS	B-WEIGHTING	SCORES = (A*B)
	-Delivery and installation time. -Project plan must be realistic and contain sufficient details with regards, installers details, vehicle category description etc. -All installation and unit repairs must be done at the Municipality offices which are located in Tzaneen, Limpopo.			
<b>4</b>	<b>Ability of the Bidder 's infrastructure to Handle complaints and after sales support</b>		20	
	Requirement below <u>is</u> demonstrated	10		
	Requirement below <u>is partially</u> demonstrated	5		
	Requirement below <u>not</u> demonstrated	0		
	-Call centre support that operate for 24 hours and 365 days; sufficient details of the call centre must be provided. -Toll-free number -dedicated technical customer support line number			
	<b>Total maximum score obtainable=1450</b>			
	Functionality criteria Formula <b>calculate bidders score</b> = xxx/1450*100=...%		.....%	

Tender amount must be for a period of 36 months

Total once off installation, related equipment and monitoring (Excl. Vat)	<b>R</b>
15% VAT	<b>R</b>
Total Amount (VAT Incl.)	<b>R</b>

**\*NB: BELOW IS THE LIST OF MUNICIPAL VEHICLES**

<b>BARCODE</b>	<b>FULL ASSET DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>BARCODE</b>	<b>YEAR MODEL</b>
<b>1.</b>	DDC662L	Quantum 2.7 Petrol 14- S Bus 24T		Motor Vehicles	Mini Bus	2014/12/23
<b>2.</b>	DZF646N	New Holland 70-56 Tractor	NH7056L001151703 (DMY736L)	Motor Vehicles	Heavy Duty - Tractor	30-Jun-07
<b>3.</b>	DWD352N	Tanker Tractor	NH5556LO001167480 (DMY731L)	Motor Vehicles	Heavy Duty - Tractor	01-Jul-07
<b>4.</b>	01561	New Holland 55-56 Tractor	NH5556L0001166711	Motor Vehicles	Heavy Duty - Tractor	30-Jun-07
<b>5.</b>	DMY758L	Generic Cargo Trailer	59820824	Motor Vehicles	Trailer - Cargo	01-Jul-07
<b>6.</b>	DMY815L	Water Tanker White	5,98409E+11	Motor Vehicles	Trailer - Water	01-Jul-07
<b>7.</b>	DNB899N	Bomag Roller	BW7600184 (DRG008L)	Motor Vehicles	Heavy Duty - Roller	30-Jun-00
<b>8.</b>	DMY773L	Metal Water Trailer	10801092	Motor Vehicles	Trailer - Water	30-Jun-07
<b>9.</b>	DNB 080L	Mercedes-Benz GLE 350	WDC1660242A778818	Motor Vehicles	Mercedes-Benz GLE 350	2016/08/18
<b>10.</b>	DMY751L	Generic Cargo Trailer	5987070902	Motor Vehicles	Trailer - Cargo	30-Jul-07
<b>11.</b>	DMS582N	Generic Pull-Up Trailer	TBC5991111501 (DMY820L)	Motor Vehicles	Trailer - Pull-up	30-Jun-00
<b>12.</b>	DMS580N	Utility Cargo Trailer	10801112 (DMY817L)	Motor Vehicles	Trailer - Cargo	30-Jun-07
<b>13.</b>	DMY716L	Bomag Bw212D Roller	101400240231	Motor Vehicles	Heavy Duty - Roller	01-Jul-07
<b>14.</b>	DMY822L	Generic Cargo Trailer	10800421	Motor Vehicles	Trailer - Cargo	01-Jul-07
<b>15.</b>	DLV309N	Generic Trailer	V926A1719 (DMY774L)	Motor Vehicles	Trailer	30-Jul-07

<b>BARCODE</b>	<b>FULL ASSET DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>BARCODE</b>	<b>YEAR MODEL</b>
16.	DLV304N	Venter Trailer	SKH3992 (DMY775L)	Motor Vehicles	Trailer	30-Jul-07
17.	DMY792L	Ford 6610 Tractor	TS06EE79347	Motor Vehicles	Heavy Duty - Tractor	01-Jul-07
18.	DMY814L	Tractor Drawn Cargo Trailer	10605 (DMY814L)	Motor Vehicles	Trailer - Cargo	30-Jun-07
19.	DLV287N	Road Safety Trailer	VA777221 (DMY763L)	Motor Vehicles	Trailer	30-Jun-07
20.	DLG112N	Ford 4600 Tractor	TS04BA45376 (DMY779L)	Motor Vehicles	Heavy Duty - Tractor	01-Jul-07
21.	DMY782L	Massey Ferguson 265 Tractor	002692 (DMY782L)	Motor Vehicles	Heavy Duty - Tractor	30-Jun-07
22.	DMY864L	Wright 120G Grader	61W0558	Motor Vehicles	Heavy Duty - Grader	30-Jun-07
23.	DMY770L	Metal Cargo Trailer	5987070908	Motor Vehicles	Trailer - Cargo	01-Jul-07
24.	DLF733N	Metal Refuse Trailer	5987070909	Motor Vehicles	Trailer - Refuse	01-Jul-07
25.	DRP368L	Generic Pull-Up Trailer	5987070905	Motor Vehicles	Trailer - Pull-up	01-Jul-07
26.	DKX039N	Generic Cargo Trailer	10605 (DMY808L)	Motor Vehicles	Trailer - Cargo	30-Jun-07
27.	DMY794L	Ford 6610 Tractor - Barcode No01566	TS06EEY79348	Motor Vehicles	Heavy Duty	01-Jul-07
28.	DMY735L	Venter Cargo Trailer	SLM10593	Motor Vehicles	Trailer - Cargo	30-Jul-07
29.	DCN723L	Ford Ranger T6	AFAPXXMJ2PET7 7337	Motor Vehicles	Bakkie	2014/08/15
30.	BZN604N	Nissan Ud Tipper Truck	ADDT66000000085 25	Motor Vehicles	Tipper Truck	30-Jul-07
31.	CPR551L	Nissan Ud40 Truck	ADDM0200000053 596	Motor Vehicles	Truck	20-Jun-12

BARCODE	FULL ASSET DESCRIPTION	SERIAL NUMBER	CATEGORY 2	CATEGORY 3	BARCODE	YEAR MODEL
32.	CPP523L	Isuzu 800Fsa Truck	ADMFSR34P8G590 277	Motor Vehicles	Truck	03-May-12
33.	CNV683L	Nissan Ud40 Truck	ADDM0200000053 912	Motor Vehicles	Truck	26-Jul-12
34.	CNV357L	Nissan Ud80 Truck	ADDH0700000030 28	Motor Vehicles	Truck	21-Aug-12
35.	CNT192L	Isuzu 1600 Fvz Refuse Truck	ADMFVZ34R8Z584 423	Motor Vehicles	Refuse Truck	03-May-12
36.	CNN494L	Nissan Ud40 Truck	ADDM0200000053 894	Motor Vehicles	Truck	18-Jun-12
37.	CNN483L	Nissan Ud40 Truck	ADDM0200000053 893	Motor Vehicles	Truck	01-Aug-12
38.	CNK299L	Nissan Ud40 Truck	ADDM0200000053 908	Motor Vehicles	Truck	01-Aug-12
39.	CNK296L	Nissan UD80 Water Tanker Truck	ADDH0700000034 88	Motor Vehicles	Truck	08-Jun-12
40.	CNK292L	Nissan Ud Truck	ADDH0700000003 485	Motor Vehicles	Truck	06-Jun-12
41.	CNG480L	Tata 1518C Refuse Truck	MAT450222C2R00 907	Motor Vehicles	Heavy Duty - Refuse Truck	11-Jul-12
42.	CNG476L	Tata 1518C Refuse Truck	MAT450222B2R28 625	Motor Vehicles	Heavy Duty - Refuse Truck	11-Jul-12
43.	CNG468L	Tata 1518C Tipper Truck	MAT450222C2R00 796	Motor Vehicles	Tipper Truck	11-Jul-12
44.	CNG464L	Tata 1518C Refuse Truck	MAT450222B2R25 280	Motor Vehicles	Heavy Duty - Refuse Truck	11-Jul-12
45.	CNF628L	Nissan Ud40 Truck	ADDM0200000053 913	Motor Vehicles	Truck	30-Jun-12

<b>BARCODE</b>	<b>FULL ASSET DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>BARCODE</b>	<b>YEAR MODEL</b>
46.	CNF616L	Nissan Ud40 Truck	ADDM0200000053 914	Motor Vehicles	Truck	30-Jun-12
47.	CNF598L	Nissan Ud80 Truck	ADDH07000000033 21	Motor Vehicles	Truck	13-Feb-12
48.	CNC461L	Isuzu 800 Water Truck	ADMFSR34P8G568 769	Motor Vehicles	Truck	03-May-12
49.	CMY249L	Nissan Ud40 Truck	ADDM0200000053 911	Motor Vehicles	Truck	27-Jun-12
50.	CMX083L	Nissan Ud85 Tipper Truck	ADDH06000000003 377	Motor Vehicles	Tipper Truck	18-Jun-12
51.	CMS114L	Nissan Ud85 Refuse Truck	ADDM06000000003 367	Motor Vehicles	Truck	06-Jun-12
52.	CMS105L	Nissan Ud40 Truck	ADDM0200000053 909	Motor Vehicles	Truck	06-Jun-12
53.	CMS102L	Nissan Ud Truck	ADDM0200000053 782	Motor Vehicles	Truck	02-Apr-12
54.	CMS097L	Nissan Ud85 Tipper Truck	ADDH06000000033 76	Motor Vehicles	Tipper Truck	22-Mar-12
55.	CMS094L	Nissan Ud40 Truck	ADDM0200000053 883	Motor Vehicles	Truck	24-Apr-12
56.	CMS088L	Nissan Ud330 Wf Crane Truck	ADDT27000000004 60	Motor Vehicles	Truck	13-Apr-12
57.	CMP207L	Nissan Ud40 Truck	ADDM0200000053 884	Motor Vehicles	Truck	24-Apr-12
58.	CMN574L	Isuzu Kb200 Bakkie	ADM2RS29GA4594 510 (CMB574L)	Motor Vehicles	Bakkie	11-Apr-12
59.	CMN476L	Nissan Ud40 Truck	ADDM0200000053 878	Motor Vehicles	Truck	24-Apr-12

BARCODE	FULL ASSET DESCRIPTION	SERIAL NUMBER	CATEGORY 2	CATEGORY 3	BARCODE	YEAR MODEL
60.	CMN471L	Nissan Ud40 Truck	ADDM0200000053879	Motor Vehicles	Truck	10-May-12
61.	CMN332L	Hino 300 915 Truck	JHFZT32H509001746	Motor Vehicles	Truck	30-Mar-12
62.	CMN328L	Toyota Dyna 150 Truck	JTFAF34Y009013581	Motor Vehicles	Truck	16-Apr-12
63.	CMN322L	Toyota Dyna 4-093 Truck	JTFAF34Y509013463	Motor Vehicles	Truck	30-Mar-12
64.	CMN314L	Toyota Dyna 9-093 Truck	JTFAF34Y209013579	Motor Vehicles	Truck	01-Jan-12
65.	CMN100L	Nissan Ud80 Truck	ADDH0700000003319	Motor Vehicles	Truck	19-Mar-12
66.	CML499L	Toyota Dyna 9-093 Truck	JTFAF3492090113582	Motor Vehicles	Truck	01-Jan-12
67.	CML497L	Toyota Dyna 150 Truck	JTFAF34Y909013580	Motor Vehicles	Truck	16-Apr-12
68.	16111	John Deer Tracktor + Trailer Lawnmower		Motor Vehicles	Hino 300 Truck	30-Mar-12
69.	CML496L	Hino 300 915 Truck	JHFZT32H709001747	Motor Vehicles	Truck	30-Jul-07
70.	CML494L	Toyota Hino 300 Truck	AHHZCL2H301000049	Motor Vehicles	Truck	30-Mar-12
71.	CMJ531L	Nissan Ud40 Diesel Truck	ADDM0200000053781	Motor Vehicles	Truck	02-Apr-12
72.	CMJ521L	Nissan Diesel Ud80 Truck	ADDH0700000003320	Motor Vehicles	Truck	13-Feb-12
73.	CMJ511L	Nissan Ud40 Truck	ADDM0200000053877	Motor Vehicles	Truck	24-Apr-12



<b>BARCODE</b>	<b>FULL ASSET DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>BARCODE</b>	<b>YEAR MODEL</b>
74.	CMJ507L	Nissan Ud40 Truck	ADDM0200000053876	Motor Vehicles	Truck	24-Apr-12
75.	CMJ505L	Nissan Ud40 Truck	ADDM0200000053847	Motor Vehicles	Truck	19-Apr-12
76.	CMJ501L	Nissan Ud40 Diesel Truck	ADDM0200000053737	Motor Vehicles	Truck	02-Apr-12
77.	CMF761L	TLB 315SJ 4X4 Work Pro	AEBF879JT02002058	Motor Vehicles	Heavy Duty - Grader	23-Apr-12
78.	CMF759L	Bell 315SJ Front & Back Loader	AEBF879JC02002060	Motor Vehicles	Heavy Duty - Earth M	23-Apr-12
79.	CMB620L	Isuzu Kb200 Bakkie	ADM2RS29GA4594861	Motor Vehicles	Bakkie	16-Apr-12
80.	CMB615L	Chevrolet Aveo Sedan	KL1TD5C61BB284414	Motor Vehicles	Light Vehicle - Sedan	18-Apr-12
81.	CMB613L	Isuzu Kb200 Bakkie	ADM2RS29GA4594862	Motor Vehicles	Bakkie	13-Apr-12
82.	CMB608L	Isuzu Kb200 Bakkie	ADMR2RS29GA4594863	Motor Vehicles	Bakkie	13-Apr-12
83.	CMB598L	Isuzu Kb200 Bakkie	ADM2RS29GA4594864	Motor Vehicles	Bakkie	13-Apr-12
84.	CMB595L	Isuzu Kb200 Bakkie	ADM2RS29GA4594726	Motor Vehicles	Bakkie	13-Apr-12
85.	CMB593L	Isuzu Kb200 Bakkie	ADM2RS9GA4594517	Motor Vehicles	Bakkie	13-Apr-12
86.	CMB588L	Isuzu Kb200 Bakkie	ADM2RS29GA4594860	Motor Vehicles	Bakkie	13-Apr-12
87.	CMB587L	Isuzu Kb200 Bakkie	ADM2RS29GA4594859	Motor Vehicles	Bakkie	13-Apr-12

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<b>88.</b>	CMB583L	Isuzu Kb200 Bakkie	ADM2RS29GA4594727	Motor Vehicles	Bakkie	13-Apr-12
<b>89.</b>	CMB581L	Isuzu Kb200 Bakkie	ADM2RS29GA4594513	Motor Vehicles	Bakkie	13-Apr-12
<b>90.</b>	CMB576L	Isuzu Kb200 Bakkie	ADM2RS29GA4594512	Motor Vehicles	Bakkie	11-Apr-12
<b>91.</b>	CMB495L	Isuzu Kb200 Bakkie	ADM2RS29GA4594509	Motor Vehicles	Bakkie	13-Apr-12
<b>92.</b>	CMB490L	Isuzu Kb200 Bakkie	ADM2RS29GA4594508	Motor Vehicles	Bakkie	11-Apr-12
<b>93.</b>	CMB486L	Isuzu Kb200 Bakkie	ADM2RS29GA4594516	Motor Vehicles	Bakkie	11-Apr-12
<b>94.</b>	CMB481L	Isuzu Kb200 Bakkie	ADM2RS29GA4594515	Motor Vehicles	Bakkie	13-Apr-12
<b>95.</b>	CMB477L	Isuzu Kb200 Bakkie	ADM2RS29GA4594514	Motor Vehicles	Bakkie	13-Apr-12
<b>96.</b>	CMB471L	Isuzu Kb200 Bakkie	ADM2RS29GA4594725	Motor Vehicles	Bakkie	13-Apr-12
<b>97.</b>	CMB461L	Isuzu Kb200 Bakkie	ADM2RS29GA4594521	Motor Vehicles	Bakkie	13-Apr-12
<b>98.</b>	CMB455L	Isuzu Kb200 Bakkie	ADM2RS9GA4594518	Motor Vehicles	Bakkie	11-Apr-12
<b>99.</b>	CMB436L	Isuzu Kb200 Bakkie	ADM2RS29GA4594511	Motor Vehicles	Bakkie	11-Apr-12
<b>100.</b>	CMB433L	Isuzu Kb200 Bakkie	ADM2RS29GA4594724	Motor Vehicles	Bakkie	13-Apr-12
<b>101.</b>	CMB428L	Isuzu Kb200 Bakkie	ADM2RS29GA4594522	Motor Vehicles	Bakkie	13-Apr-12

<b>BARCODE</b>	<b>FULL ASSET DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>BARCODE</b>	<b>YEAR MODEL</b>
<b>102.</b>	CMB422L	Isuzu KB200 Bakkie	ADM2RS29GA4596049	Motor Vehicles	Bakkie	20-Apr-12
<b>103.</b>	CMB415L	Isuzu KB200 Bakkie	ADM2RS29GA4594519	Motor Vehicles	Bakkie	13-Apr-12
<b>104.</b>	CMB403L	Isuzu Kb-200 Bakkie	ADM2RS29GA4594723	Motor Vehicles	Bakkie	13-Apr-12
<b>105.</b>	CLY919L	Toyota Quantum 14 Seater Mini Bus	JTFSX22P806118098	Motor Vehicles	Mini Bus	30-Mar-12
<b>106.</b>	CLX118L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040208	Motor Vehicles	Bakkie	02-Apr-12
<b>107.</b>	CLW868L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040232	Motor Vehicles	Bakkie	12-Apr-12
<b>108.</b>	CLW864L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040122	Motor Vehicles	Bakkie	19-Apr-12
<b>109.</b>	CLW862L	Nissan NP300 Hardbody Bakkie	ADNADUD22ZR040176	Motor Vehicles	Bakkie	13-Apr-12
<b>110.</b>	CLW860L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040107	Motor Vehicles	Bakkie	24-Apr-12
<b>111.</b>	CLW856L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040109	Motor Vehicles	Bakkie	13-Apr-12
<b>112.</b>	CLW849L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040172	Motor Vehicles	Bakkie	13-Apr-12
<b>113.</b>	CLW845L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040155	Motor Vehicles	Bakkie	13-Apr-12
<b>114.</b>	CLW840L	Nissan NP300 Hardbody Bakkie	ADNADUD22ZR040198	Motor Vehicles	Bakkie	16-Apr-12
<b>115.</b>	CLW837L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040120	Motor Vehicles	Bakkie	19-Apr-12

<b>BARCODE</b>	<b>FULL ASSET DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>BARCODE</b>	<b>YEAR MODEL</b>
<b>116.</b>	CLW834L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040104	Motor Vehicles	Bakkie	19-Apr-12
<b>117.</b>	CLW831L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040108	Motor Vehicles	Bakkie	13-Apr-12
<b>118.</b>	CLW565L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040161	Motor Vehicles	Bakkie	19-Apr-12
<b>119.</b>	CLW563L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040134	Motor Vehicles	Bakkie	19-Apr-12
<b>120.</b>	CLW557L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040124	Motor Vehicles	Bakkie	13-Apr-12
<b>121.</b>	CLW553L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040066	Motor Vehicles	Trailer - Cargo	02-Apr-12
<b>122.</b>	CLW542L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040197	Motor Vehicles	Bakkie	17-Apr-12
<b>123.</b>	CLW537L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040185	Motor Vehicles	Truck	02-Apr-12
<b>124.</b>	CLW533L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040221	Motor Vehicles	Bakkie	03-Apr-12
<b>125.</b>	CLW529L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040153	Motor Vehicles	Bakkie	13-Apr-12
<b>126.</b>	CLW523L	Nissan Np300 Hardbody Bakkie	ADNADUD22ZR040105	Motor Vehicles	Bakkie	19-Apr-12
<b>127.</b>	BZN610L	Nissan Ud90 Truck	ADDT6800000008633	Motor Vehicles	Trucks & Bakkies	30-Jun-10
<b>128.</b>	DBR700N	Isuzu Kb250D Bakkie	ADMTFR54DAM731715	Motor Vehicles	Bakkie	30-Jul-07
<b>129.</b>	BYV520L	Nissan Ud90 Nissan Diesel Truck	ADDT6800000008632	Motor Vehicles	Truck	30-Jun-10

<b>BARCODE</b>	<b>FULL ASSET DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>BARCODE</b>	<b>YEAR MODEL</b>
130.	BST681L	Nissan Ub80 Refuse Truck	ADDT6700000007366	Motor Vehicles	Heavy Duty - Refuse Truck	30-Jun-08
131.	BSS223L	Nissan Ub80 Refuse Truck	ADDT6700000007427	Motor Vehicles	Heavy Duty - Refuse Truck	30-Jun-08
132.	BSJ334L	Nissan Ub80 Refuse Truck	ADDT670000007369	Motor Vehicles	Heavy Duty - Refuse Truck	30-Jun-08
133.	BSC248L	Nissan Diesel Ud80 Compactor Refuse Truck	ADDT6700000007367	Motor Vehicles	Refuse Truck	30-Jun-08
134.	BSC243L	Nissan Ud80 Refuse Truck	ADDT6700000007368	Motor Vehicles	Heavy Duty - Refuse Truck	30-Jun-08
135.	BRS390L	Nissan Ud80 Tipper Truck	ADDT6700000007279	Motor Vehicles	Trucks & Bakkies	30-Jun-08
136.	18910	Volvo Sd110 Roller	12-121	Motor Vehicles	Heavy Duty - Roller	30-May-12
137.	BGC439L	Ford 023450B Tractor	NR107989 (DMY713L)	Motor Vehicles	Heavy Duty - Tractor	01-Jul-07
138.	BCC137N	Ht Truck Front 411 Jcb Grader	527134 (DMY861L)	Motor Vehicles	Heavy Duty - Grader	30-Jun-07
139.	BCC136N	Calibrator Gastester TLB	437631 (DMP676L)	Motor Vehicles	Heavy Duty	01-Jul-07
140.	BCC135N	Jbc 3Cx Earth Moving	437690 (DMP673L)	Motor Vehicles	Heavy Duty - Earth Moving	01-Jul-07
141.	14461	Volvo Sd110 Roller	12-135	Motor Vehicles	Heavy Duty - Roller	03-May-12
142.	07090	Kwik-Lok Crane Trailer	DXV047N	Motor Vehicles	Trailer - Crane	01-Jul-07
143.	04085	Bomag Roller	2816	Motor Vehicles	Heavy Duty - Roller	30-Jun-11
144.	03986	Generic Cargo Trailer	5987070901 (DMY797L)	Motor Vehicles	Trailer - Cargo	30-Jun-07

<b>BARCODE</b>	<b>FULL ASSET DESCRIPTION</b>	<b>SERIAL NUMBER</b>	<b>CATEGORY 2</b>	<b>CATEGORY 3</b>	<b>BARCODE</b>	<b>YEAR MODEL</b>
145.	02025	Bomag Roller	43401	Motor Vehicles	Heavy Duty - Roller	30-Jun-11
146.	01796	Generic Pull-Up Trailer		Motor Vehicles	Trailer - Pull-up	30-Jul-07
147.	FBY144L	Nissan NP300 Hardbody Bakkie	ADNAPUD22ZR117728	Motor Vehicles	Bakkie	2018/12/04
148.	FBY155L	Nissan NP300 Hardbody Bakkie	ADNAPUD22ZR117715	Motor Vehicles	Bakkie	2018/12/04
149.	FBY151L	Nissan NP300 Hardbody Bakkie	ANDAPUD22ZR117205	Motor Vehicles	Bakkie	2018/12/04
150.	FBY141L	Nissan NP300 Hardbody Bakkie	ADNAPUD22ZR117749	Motor Vehicles	Bakkie	2018/12/04
151.	FDW326L	Nissan NP300 Hardbody Bakkie	ADNAPUD22ZR120574	Motor Vehicles	Bakkie	2019/05/17
152.	FDW448L	Nissan NP300 Hardbody Bakkie	ADNAPUD22ZR117752	Motor Vehicles	Bakkie	2019/05/17
153.	FDW321L	Nissan NP300 Hardbody Bakkie	ADNAPUD22ZR120569	Motor Vehicles	Bakkie	2019/05/17
154.	FDX372L	Nissan NP300 Hardbody Bakkie	ADNAPUD22ZR120648	Motor Vehicles	Bakkie	2019/05/17
155.	FNP871L	Bell Grader	BMG701184	Motor Vehicles	Heavy Duty - Grader	2021/04/16
156.	FNY389L	Nissan PKE250 Refuse Truck	JPCYX22AXMS813663	Motor Vehicles	Refuse Truck	2021/06/22



PART G

Tropical Paradise

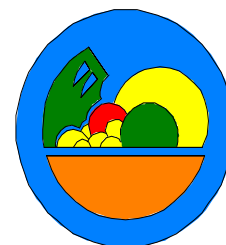
**GREATER TZANEEN MUNICIPALITY**

P.O. BOX 24

TEL: 015 307 8000

TZANEEN, 0850

FAX: 015 307 8049



Tropiese Paradys

**INFORMATION REQUIRED FOR BID EVALUATION PURPOSES**

**1. EXPERIENCE**

Complete the below schedule regarding your company previous working experiences on this project.

<b>Client</b>	<b>Contact Person</b>	<b>Contact Number</b>	<b>Contract Value</b>	<b>Contract Period</b>

**2. FINANCIAL CAPACITY**

The below schedule should be completed by your banker or by the financial institution where your company's bank account is held

<b>Name of Financial Institution</b>	<b>Type of Account</b>	<b>Account Number</b>	<b>Bank Rating</b>

**BANK STAMP**

\_\_\_\_\_  
**Signature: On behalf of the bank**







## **PART H**

### **MBD 2**

#### **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

#### THE BIDDER'S TAX OBLIGATIONS

1 In order to meet these requirements bidders are required to complete in full the attached form TCC 00. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PART I**

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

---

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

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

3.8 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

3.8.1 If so, furnish particulars.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars

.....

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

3.10.1 If so, furnish particulars.

.....

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

3.11.1 If so, 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

**PART J**

**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.**

---

**1. GENERAL CONDITIONS**

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

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

1.2 (a) the value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4. The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>Price</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“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;
- (c) **“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;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the broad Based Economic Empowerment Act.
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document.
- (g) **“Price”** includes all applicable taxes less on unconditional discounts.
- (h) **“Proof of BEE status level of contributor”** means
  - 1) BBBEE status level certificate issued by an authorized body or person
  - 2) Sworn Affidavit as prescribed by the BBBEE codes of codes practice.
  - 3) an other requirements prescribed in terms of the BBBEE Act.
- (I) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- (j) **“rand value”** means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \text{ Or } P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

P<sub>s</sub> = Points scored for comparative price of bid under consideration

P<sub>t</sub> = Comparative price of bid under consideration

P<sub>min</sub> = 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, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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. BID DECLARATION

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

### 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level contributor).**

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
------------	--------------------------	-----------	--------------------------

7.1.1 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/SME? YES / NO

**(Tick applicable box)**

(V) Specific, by ticking the appropriate box, if subcontracting with an enterprise in terms of preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by	EME	QSE
Black People		
Black People who are youth		
Black People who are woman		
Black People with disabilities		
Black People living in rural or underdeveloped areas or townships		
C cooperative owned by black people		
Black People		
Black People who are military veterans		
Or		
Any EME		
Any QSE		

## 8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of firm : .....

8.2 VAT registration number : .....

8.3 Company registration number .....

### 8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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



8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated**

.....

**Registered Account Number** .....

**Stand Number** .....

8.8 Total numbers of years the company/firm has been in business? .....

8.9 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-BBEE status level of contribution indicated in paragraph 1.4 and 6.1 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 1.4 and 6.1, 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

Date: .....

Address: .....

.....

.....

## PART K

### MBD 6.2

#### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

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

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

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.

- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of
- 2.7. components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.8. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.9. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.10. **“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.

**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

Y

ES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za). Indicate the rate(s) of exchange against the appropriate currency in the table below:

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF BID No.** .....

**ISSUED BY:** Greater Tzaneen Municipality

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

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

Do hereby declare, in my capacity as .....

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the **Greater Tzaneen Municipality** has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PART L**

**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 **Greater Tzaneen Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
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;
    - 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 fulfilment 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 .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<b>DESCRIPTION OF SERVICE</b>	<b>PRICE (all applicable taxes included)</b>	<b>COMPLETION DATE</b>	<b>B-BBEE status level of contribution</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

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

SIGNED AT ..... on .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP 

WITNESSES  
1 .....  
2 .....  
DATE:



**PART M**

**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	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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. 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**

Js367bW

**PART N**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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). <sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. takes all reasonable steps to prevent such abuse;
  - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. 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:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid number: .....

Bid Description: .....

In response to the invitation for the bid made by **Greater Tzaneen Municipality**

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and 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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; 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.

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

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

Js9141w 4

## **RETURNABLE DOCUMENTS**

### **CHECKLIST ON MINIMUM REQUIREMENTS**

To assist you with your tendering process, see a checklist on minimum requirements below:

<b>No.</b>	<b>Minimum requirements</b>	<b>Tick</b>	<b>Comment if not attached</b>
1.	Compulsory briefing session attended		
2.	Complete original bid document		
3.	CSD reports; B-BBEE Certificate/Sworn affidavit		
4.	Valid Tax Clearance Certificate or Tax pin		
5.	CK/Company registration;		
6.	Certified ID copies of the shareholders;		
7.	Proof of Residence: Municipal statement account / letter from headman/Tribal Authority/Lease agreement		
8.	Company registration certificate showing percentage of shareholders / membership interest		
9.	Initial each page of the Conditions of Contact		
10.	All MBD Forms must be completed and signed		
11.	In case of a Joint Venture, Association or Consortium a formal contract agreement		
12.	Certified ID of Key personnel		
13.	Responded as per the scope of work (compliance to specification/ conditions or term of references )		
14.	Detailed price schedule/ financial Bids		
15.	All/Any alterations initialled		

\_\_\_\_\_  
Company Representative (Name)

\_\_\_\_\_  
Signature