BID DOCUMENT

FOR

FLEET MANAGEMENT SERVICES
Contract Period: 36 Months

NAME OF TENDERER : ______________________________
TENDER AMOUNT : ______________________________
CONTACT NUMBERS : ______________________________
CIDB CATEGORY : ______________________________

ISSUED BY:

Umkhanyakude District Municipality                BID NO:  SCMU 009/2019/2020
P O Box 449
Mkuze
3965
MBD 1:

SECTION A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE UMKHANYAKUDE DISTRICT MUNICIPALITY.

PLEASE NOTE

THIS BID CLOSES AT : 12H00 PM

CLOSING DATE : 19 December 2019

BID NUMBER. : SCMU 009/2019/2020

DESCRIPTION : Fleet Management Services

NAME OF BIDDER : __________________________

CENTRAL SUPPLIERS DATABASE REGISTRATION NO.: __________________________

NB: IN ORDER TO QUALIFY FOR PREFERENCE POINTS A BIDDER MUST ENSURE THAT HE/ SHE/ IT IS REGISTERED AS A SUPPLIER ON THE CENTRAL SUPPLIER’S DATABASE, AND THAT ALL INFORMATION IS ACCURATE AND UP TO DATE BEFORE THE CLOSURE OF THE BID AND HAS SUBMITTED A B-BBEEE STATUS LEVEL CONTRIBUTOR CERTIFICATE.

DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED IN:

<table>
<thead>
<tr>
<th>The Municipal Manager’s Reception</th>
<th>The Bid box is available on the following days and times: Monday to Friday: 07:30 – 16:00</th>
</tr>
</thead>
<tbody>
<tr>
<td>13433 King Fisher Avenue MKUZE</td>
<td></td>
</tr>
</tbody>
</table>

DOCUMENTS POSTED SHALL BE ADDRESSED TO:

THE MUNICIPAL MANAGER
UMKHANYAKUDE DISTRICT MUNICIPALITY
PO BOX 449
MKUZE
3965

MR KS NTSHANGASE
TELEPHONE 035- 573 8600

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMKHANYAKUDE DISTRICT MUNICIPALITY)
**BID NUMBER:** SCMU 004/2019/2020  |  **CLOSING DATE:** 19 DECEMBER  |  **CLOSING TIME:** 12H00

**DESCRIPTION:** RENDERING OF FLEET MANAGEMENT SERVICES  

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

---

**SUPPLIER INFORMATION**

| NAME OF BIDDER |  |
| POSTAL ADDRESS |  |
| STREET ADDRESS |  |
| TELEPHONE NUMBER | CODE | NUMBER |
| CELLPHONE NUMBER |  |
| FACSIMILE NUMBER | CODE | NUMBER |
| E-MAIL ADDRESS |  |

| VAT REGISTRATION NUMBER |  |
| TAX COMPLIANCE STATUS | TCS PIN: | OR | CSD No: |

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]**

- Yes
- No

**B-BBEE STATUS LEVEL SWORN AFFIDAVIT**

- Yes
- No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | Yes | No |
| ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | Yes | No |

**TOTAL NUMBER OF ITEMS OFFERED**

**SIGNATURE OF BIDDER**

| TOTAL BID PRICE | R |
| DATE |

**CAPACITY UNDER WHICH THIS BID IS SIGNED**

---

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**  |  | **TECHNICAL INFORMATION MAY BE DIRECTED TO:**

| DEPARTMENT | FINANCE | CONTACT PERSON | MR WB NXUMALO |
| CONTACT PERSON | KS NTSHANGASE | TELEPHONE NUMBER | 035 573 8600 |
| TELEPHONE NUMBER | 035 573 8660 | FACSIMILE NUMBER | 035 573 1094 |
| FACSIMILE NUMBER | 035 573 1094 | E-MAIL ADDRESS | wellman@ukdm.gov.za |
| E-MAIL ADDRESS | kenneth@ukdm.gov.za |  |  |
PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
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<tbody>
<tr>
<td>3.1. IS THE ENTITY A RESIDENT OF THE RSA?</td>
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<td></td>
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<tr>
<td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td>
<td></td>
<td></td>
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<tr>
<td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td>
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<tr>
<td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td>
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<td></td>
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<tr>
<td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td>
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</tbody>
</table>

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

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

SIGNATURE OF BIDDER: ............................................................
CAPACITY UNDER WHICH THIS BID IS SIGNED: ...............................................
DATE: .............................................................

BID NO. SCMU 009/2019/2020
INDEX TO BID DOCUMENTS

1. INVITATION TO BID
2. CONDITIONS OF BID
3. BID COMPLIANCE
4. BID SPECIFICATION
   1.1. BASIS FOR BIDDING
   1.2. GENERAL
   1.3. BUSINESS OBJECTIVE
   1.4. SERVICES
5. DETAILED BID SPECIFICATIONS
   2.1 PREQUALIFICATION
   2.2 PERFORMANCE REVIEW
6. FORM TO BE COMPLETED BY THE BIDDER
   A: FORM OF BID AND DECLARATION
   B: TAX CLEARANCE CERTIFICATE REQUIREMENTS
   C: COMPULSORY QUESTIONNAIRE
7. MUNICIPAL BIDDING DOCUMENTS
8. GENERAL CONDITIONS OF CONTRACTS

UMKHANYAKUDE DISTRICT MUNICIPALITY

BID NO. SCMU 009/2019/2020
INVITATION TO BID

BID NOTICE

Bids are hereby invited for the Fleet Management Services for UMkhanyakude District Municipality.

BID DOCUMENTS

Bid documents are obtainable on eTender portal i.e. www.etender.gov.za

BID SUBMISSION

Bids and supporting documents must be sealed and externally endorsed as follows:

1. BID NO. SCMU 009/2019/2020: Fleet Management Services
2. Closing date: 19 December 2019
3. Name and address of Bidder

and deposited in the Bid box in the foyer of the UMkhanyakude District Municipality, 13433 King Fisher, Mkuze, at or before 12h00 on 19/12/2019.

Bids received after the said closing date and time and not clearly marked as prescribed, will not be considered.

The UMkhanyakude District Municipality is not bound to accept the lowest or any Bid and reserves the right to accept the whole or part of a Bid.

BID ENQUIRIES

Any enquiries are to be addressed to the Chief Financial Officer, Telephone number: 035 573 8600, Fax number: 035 573 1094.

No e-mailed Bids will be accepted.

Mr MA Nkosi
The Municipal Manager
UMKHANYAKUDE DISTRICT MUNICIPALITY

CONDITIONS OF BID

1. IMPORTANT CONDITIONS

1.1 Bid documents must be completed in ink, and prices must not include VAT.

1.2 Official orders will be placed and if invoices and escalation documentation is received timeously, payment inclusive of all charges will be made in accordance with Clause 16 of the General Conditions of Contract governing Bids.

1.3 The lowest or any Bid will not necessarily be accepted, and the UMkhanyakude District Municipality reserves the right to accept the whole or any part of the Bid.

1.4 Bids are to remain open for acceptance for a period of one hundred and twenty (120) days from the date on which they are to be lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.

1.5 Bids must furnish the full registered name of the Bidding Company / supplier on the Form of Bid and Form of Acceptance.

1.6 Bids are also required to initial each page of the Form of Bid and Form of Acceptance, in the space provided at the bottom of each page.

1.7 Corrections may not be made by means of a correction fluid such as correction fluid e.g. Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.

1.8 If any Councillor or official of the UMkhanyakude District Municipality or spouse of such Councillor or official should have any interest whatsoever in this Bid, full details of such interest must be furnished on the Declaration of Interest Form.

1.9 THE BIDDER MUST SUBMIT WITH THIS BID A VALID ORIGINAL TAX CLEARANCE CERTIFICATE. IF THIS TAX CLEARANCE CERTIFICATE IS NOT SUBMITTED WITH THIS BID, THE BID SHALL NOT BE CONSIDERED.

1.10 Bids will be received until 12.00 on 19/12/2019, must be enclosed in sealed envelopes, bearing the closing time and due date, and must be endorsed:

“FLEET MANAGEMENT SERVICES, BID NO. SCMU 009/2019/2020)” and be deposited in the Bid box in the foyer of the UMkhanyakude District Municipality, 13433 King Fisher Road, Mkuze, at or before 12:00 on 19/12/2019, at which time Bids will be opened in public in the UMkhanyakude District Municipality Reception, Main Street, Mkuze.
UMKHANYAKUDE DISTRICT MUNICIPALITY

BID SPECIFICATION

TERMS OF REFERENCE – FLEET MANAGEMENT SERVICES

Proposals are hereby invited from service providers with proven track record and expertise in the Fleet Management Services.

The required service will have to be conducted at the Municipality, but covering the entire area of jurisdiction of the Municipality.

The purpose of this document is to request proposals and pricing from suitably experienced and qualified companies to do the following:

- Supply of Fuel Cards to the Municipal Fleet
- Supply and Installing of tracking device in the Municipal Fleet
- Provide transaction reports on all fuel cards
- Management of repairs and servicing of Municipal Fleet
- Provide Towing services in case of breakdown or accidents
- Monitor fuel consumptions of vehicle
- Purchasing of small components e.g. battery, tyres
- Maintenance and Servicing
- Licensing and Fines Management
- Roadside & Accident Management
- Advisory services on disposal and de-fleeting

**NB:** Kindly note that the Municipality is having 64 pool vehicles and they will be increased in the near future.

Duration of the Contract

The Municipality will enter into a 36 months contract with an option to renew.

**NB:** Proposals should include the following;

- Original Tax Clearance Certificate
- B-BBEE Status Level Contributor Certificate
- Methodology (40)
- Previous Experience in similar work undertaken (20)
- Knowledge of the Assignment (25)
- Current contracts with Government Entities in similar project (15)

Note: Bidders need to score 75 points on functionality to qualify for the second stage which is the calculations of points (Method 2)

- Price/ Financial Offer
- Evaluation Criteria 80/20 based on Functionality
1.4 GENERAL

1. It is emphasised that a contract will necessarily result from the responses received to this request for proposal. The UMkhanyakude District Municipality reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.

2. The UMkhanyakude District Municipality reserves the right not to evaluate and/or consider any proposals that does not comply strictly with the requirements as set out in this request.

3. The UMkhanyakude District Municipality reserves the right to make a decision/selection based solely on the information received in the proposals to this request.

4. Acceptable Bids will be adjudicated in using a system of points awarded on the basis of technical compliance, price and B-BBEE Contributor.

5. Acceptable Bids will have to achieve a technical acceptability as outlined in the Tender Document in terms of the services required and the detailed Bid specification.

TENDER EVALUATION PROCESS

2.1 PREQUALIFICATION

The Municipal will use the 80/20 Scoring Principle for the evaluation of this bid.

Returnable Documents required;

- Original Tax Clearance Certificate
- B-BBEE Certificate
- Statutory Body/ Financial Services Board
- Detailed company profile with sound credentials
- Bank Rating
- Proof of Credit Facility from the Approved or Registered Bank
- Financial muscle to execute the Project
**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

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

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

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>TENDER NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SCMU 009/2019/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLOSING DATE</th>
<th>CLOSING TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>19 December 2019</td>
<td>12:00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Description</th>
<th>Bid Price in RSA Currency <strong>(ALL APPLICABLE TAXES INCLUDED)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit tariff</td>
</tr>
</tbody>
</table>

- Required by: Brian Simamane
- At: Mkuze
- Brand and Model: ....
- Country of Origin: ....
- Does the offer comply with the specification(s)?*YES/NO
- If not to specification, indicate deviation(s): ...
- Period required for delivery: ...
- Delivery basis: ....

*Delivery: Firm/Not firm

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

** “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable
The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: SCMU 009/2019/20: RENDERING OF FLEET MANAGEMENT SERVICES.

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s) ........ Name(s)
Capacity
Company Name ......... ..................
Address ........

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

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

Signature(s) ..............................................................
Name(s) .................................................................
Capacity .................................................................
For the Employer .........................................................

(Name and address of organization)

Date: .................................................................
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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity number: ..

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

3.4 Company Registration Number: .. Tax

3.5 Reference Number: .. VAT

3.6 Registration Number: ..

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

3.8 Are you presently in the service of the state? Yes / No

3.8.1 If yes, furnish the following particulars:

Name of person / director / trustee / shareholder member: ..

Name of state institution at which you or the person connected to the bidder is employed: ..

Position occupied in the state institution: ..

Any other particulars: ..

3.9 Have you been in the service of the state for the past twelve months? If so, furnish particulars. Yes / No

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Yes / No

3.10.1 Name of person: ..

Name of state institution at which you or the person connected to the bidder is employed: ..

Position occupied in the state institution: ..

Any other particulars: ..
3.11 Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:

If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

3.12 Are any of the company’s directors, managers, principal shareholders or stakeholders in the service of the state?

If yes, furnish the following particulars:

Name of person / director / trustee / shareholder / member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

3.13 Is any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?

If yes, furnish the following particulars:

Name of person / director / trustee / shareholder / member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

If yes, furnish particulars:

The following information is compulsory to complete

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Individual Tax Number for each Director</th>
<th>State Employee Number / Persal Number</th>
</tr>
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<tbody>
<tr>
<td></td>
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</table>

The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.

---------------------------------  ---------------------------------  ---------------------------------  ---------------------------------
Signature                          Date                               
---------------------------------  ---------------------------------  ---------------------------------  ---------------------------------
Capacity                          Name of the bidder
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 or 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 entity; or
(f) an employee of Parliament or a provincial legislature.

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


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

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

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 of an entity in terms of a code 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 goods or services, 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 Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black 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 documents.

(g) “**prices**” includes all applicable taxes less all unconditional discounts;

(h) “**proof of B-BBEE status level of contributor**” means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE 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-Based Black Economic Empowerment Act;

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

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:

\[
P_{s} = \begin{cases} 
80 \left(1 - \frac{P_{t} - P \text{ min}}{P \text{ min}}\right) & \text{or } P_{s} = \end{cases} \begin{cases} 
90 \left(1 - \frac{P_{t} - P \text{ min}}{P \text{ min}}\right) & 
\end{cases}
\]

Where

\[
P_{s} = \text{Points scored for price of bid under consideration}
\]

\[
P_{t} = \text{Price of bid under consideration}
\]

\[
P \text{ min} = \text{Price of lowest acceptable bid}
\]

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 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:

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

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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Please claim points in respect of paragraph 7.1 must be in accordance with the table referred to in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted:........... . %

ii) The name of the sub-contractor

The B-BBEE status level of the sub-contractor:.........................

iv) Whether the sub-contractor is an EME or QSE

Tender Document

Umkhanyakude District

21
v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: ........................................ 8.2

8.3 Company registration number: ................................ 8.4

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 number 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-BBE status level of contributor indicated in paragraphs 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 paragraphs 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders
and directors who acted on a fraudulent basis, be restricted by the National Treasury 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. ..
   OF BIDDERS(S)
   DATE: .. ADDRESS ..

2. ..
I, the undersigned,

Full name & Surname

Identity number

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name
Trading Name
Registration Number
Enterprise Address

3. I hereby declare under oath that:
   - The enterprise is ____________ % black owned:
   - The enterprise is ____________ % black woman owned:
   - Based on the management accounts and other information available on the ____________ financial year, the income did not exceed R10, 000,000.00 (ten million rands):
   - Please confirm on the table below the B-BBEE Level contributor, by ticking the applicable box.

<table>
<thead>
<tr>
<th>100% black owned</th>
<th>Level One (135% B-BBEE procurement recognition)</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 51% black</td>
<td>Level Two (125% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>Less than 51% black owned</td>
<td>Level Four (100% B-BBEE procurement recognition)</td>
</tr>
</tbody>
</table>

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: ________________________________
Date: ________________________________

Commissioner of Oaths
Signature & Stamp
CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names .................................................................) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to Umkhanyukude District Municipality (the District Municipality) in accordance with the requirements and specifications stipulated in bid number TENDER NO: SCMU 009/2019/20: RENDERING OF FLEET MANAGEMENT SERVICES.

at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the District Municipality during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, viz
       - Invitation to bid;
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Technical Specification(s);
       - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
       - 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)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

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

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

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

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

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names) .................................................................
   (Identity Nr) ........

(ii) (Registered name of Company/ Close Corporation) ..........
   (Registration Nr.) ....... and herein represented by 
   capacity as ....... duly authorised thereto according to a Directors/ Members resolution
   of which a copy is attached

SIGNED AT .................................................. ON THIS ........... DAY OF ........... 2019

SIGNATURE ..................................................
CAPACITY ..................................................

Tender Document Umkhanyukude District Municipality

WITNESSES

1. ..................................................
2. ..................................................

DATE: ...........
PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I ................................. in my capacity as MUNICIPAL MANAGER accept your bid under reference number SCMU 009/2019/20: RENDERING OF FLEET MANAGEMENT SERVICES dated .... for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>BRAND</th>
<th>DELIVERY PERIOD</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

SIGNED AT ON THIS . DAY OF .2019

SIGNATURE .
NAME (PRINT) MUNICIPAL MANAGER

OFFICIAL STAMP
1
2

DATE .

WITNESSES
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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

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

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

Signature __________________________ Date ____________

Position ___________________________ Name of Bidder ___________________________
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids\(^1\) invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).\(^2\) Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

\(^1\) Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid: **SCMU 003/2019/20: SUPPLY AND INSTALLATION OF A NEW MULTI FUNCTIONAL COLOUR, BLACK AND WHITE COPIERS, PRINTER AND SCANNER** in response to the invitation for the bid made by:

**UMKHANYAKUDE DISTRICT 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 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.
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 the Bidder

3 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Details of person responsible for Tender process:

<table>
<thead>
<tr>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact number (   )</td>
</tr>
<tr>
<td>Address of office submitting the Tender</td>
</tr>
<tr>
<td>Telephone no (   )</td>
</tr>
<tr>
<td>Fax no (   )</td>
</tr>
<tr>
<td>E-mail address</td>
</tr>
</tbody>
</table>

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

*By resolution of the board of directors passed on *(date)*........................................................................................................................................

Mr./Ms ...................................................... has been duly authorized to sign all documents in connection with tender number: SCMU 009/2019/20: RENDERING OF FLEET MANAGEMENT SERVICES and any Contract which may arise there from on behalf of

(BLOCK CAPITALS) ........................................................................................................................................................................

SIGNED ON BEHALF OF THE COMPANY ..............................................................................................................................

IN HIS / HER CAPACITY AS ......................................................................................................................................................

DATE .............................................................................................................................................................................................

FULL NAMES OF SIGNATORY .....................................................................................................................................................

AS WITNESSES 1. ..........................................

2. ..........................................
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7. Performance security
8. Inspections, tests and analysis
9. Packing
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14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase / Decrease of quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider’s performance
23. Penalties
24. Termination for default
25. Anti-Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of contracts
35. Amendment of contracts
### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

   1.2 “Contract” means the written agreement entered into between the purchaser and the provider, 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 provider under the contract for the full and proper performance of his contractual obligations.

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

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

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

   1.7 “Day” means calendar day.

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

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

   1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider 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 provider and not involving the provider’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 provider 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 provider 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.
### General Conditions of Contract

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 provider covered under the contract.
1.25 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 Invitations to bid are usually published in locally distributed news media and in the institution’s website.

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

### 6. Patent rights

6.1 The provider 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.
6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

### 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 provider’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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

### 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
### General Conditions of Contract

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 provider.

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 provider 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 providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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 provider 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, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

### 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.

### 12. Transportation

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

### 13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

   (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 provider of any warranty obligations under this contract; and
   (e) training of the purchaser’s personnel, at the provider’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 provider 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 provider for similar services.

### 14. Spare parts

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
General Conditions of Contract

(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider 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 provider, 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.

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

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

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

16. Payment

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

16.2 The provider 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 provider.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase / decrease of quantities

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

21.1 The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider’s performance

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider’s notice, the purchaser shall evaluate the situation and may at his discretion extend the provider’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.

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

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its
General Conditions of Contract

23. Penalties

23.1 Subject to GCC Clause 25, if the provider 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.

24. Termination for default

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

(a) if the provider 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 22;

(b) if the provider fails to perform any other obligation(s) under the contract; or

(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

24.3 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.

24.4 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 supplier as having no objection and proceed with the restriction.

24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.

24.6 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.

24.7 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.

25. Anti-dumping and countervailing duties and rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or
| **26. Force Majeure** | **26.1** Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.  
**26.2** If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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. |
| **27. Termination for insolvency** | **27.1** The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereatfer to the purchaser. |
| **28. Settlement of Disputes** | **28.1** If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.  
**28.2** 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 provider 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.  
**28.3** Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.  
**8.4** 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 provider any monies due the provider for goods delivered and/or services rendered according to the prescription of the contract. |
| **29. Limitation of liability** | **29.1** Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the provider 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 provider to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the provider 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. |
| **30. Governing language** | **30.1** 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. |
| **31. Applicable law** | **31.1** The contract shall be interpreted in accordance with South African laws, unless otherwise specified. |
| **32. Notices** | **32.1** Every written acceptance of a bid shall be posted to the provider 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.  
**32.2** 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. |
| **33. Taxes and duties** | **33.1** A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.  
**33.2** A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.  
**33.3** No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order. |
| **34. Transfer of contracts** | **34.1** The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser. |
| **35. Amendment of contracts** | **35.1** No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing. |
THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

**CENTRAL SUPPLIER DATABASE (CSD) NO:**

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<td>NAME OF BIDDER:</td>
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<td>POSTAL ADDRESS:</td>
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<td>STREET ADDRESS:</td>
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<td>TELEPHONE: AREA CODE:</td>
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**E-MAIL ADDRESS (IF AVAILABLE):**

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<td>NAME OF CONTACT PERSON:</td>
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<tr>
<td>CELL PHONE NUMBER OF CONTACT PERSON:</td>
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<td>Has a tax clearance certificate been submitted</td>
<td>YES / NO</td>
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<td>Name of taxpayer</td>
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<td>Identity number of taxpayer (if applicable)</td>
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<tr>
<td>Employer's PAYE registration number (if applicable)</td>
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<td>Company or CC Registration No</td>
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| Are you the accredited representative in South Africa for the goods / services offered by you? | YES / NO / NOT APPLICABLE |

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<tr>
<th>AUTHORISED SIGNATURE:</th>
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Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>DURATION AND COMPLETION DATE</th>
<th>EMPLOYER CONTACT NUMBER</th>
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DATE

SIGNATURE OF TENDERER
**A PUBLIC COMPANY or SECTION 21 COMPANY**

A certified copy of the company’s Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

*In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.*

**A CLOSE CORPORATION**

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

*If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.*

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

**A PARTNERSHIP**

A certified copy of the Partnership Agreement.

**A SOLE PROPRIETOR**

A certified copy of the Owner’s ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation. The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.
EVALUATION CRITERIA

• This tender will be evaluated based on the price offer and the 80/20 preferential point system will be used.
• Tenders will be pre-evaluated on the criteria
• Bidders that score less than 80 out of 100 points for the functionality criteria will be regarded as submitting a non-responsive tender and will not be evaluated on price and preference points.
• Unclear or incomplete information provided will result in no points being allocated.
• The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation.
• Bidders must therefore ensure that all information is provided in detail.
• The minimum threshold for the bidder to be evaluated further is 75%
• Responsive Service providers will be shortlisted and invited for presentation as part of evaluation
• The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>1 Methodology</td>
<td>40</td>
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<tr>
<td>2 Previous Experience in similar work undertaken</td>
<td>20</td>
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<tr>
<td>3 Knowledge of the Assignment</td>
<td>25</td>
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<tr>
<td>Current contracts with Government Entities in similar project</td>
<td>15</td>
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<tr>
<td>TOTAL</td>
<td>100</td>
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