UMDONI MUNICIPALITY

THE J.E.W.E.L OF THE SOUTH COAST

ACQUISITION OF FLEET ON A FULL MAINTENANCE LEASE AGREEMENT FOR A FIVE-YEAR PERIOD (60 MONTHS)

BIDNU: 08-2027 MN 398/2026

NAME & ADDRESS OF BIDDER

Name: _____ **Tel:** _____

Address: _____ **Fax:** _____

_____ **Cell:** _____

_____ **E-mail:** _____

Postal code: _____

Amount:

UMDONI MUNICIPALITY

THE J.E.W.E.L OF THE SOUTH COAST

INVITATION TO TENDER

APPOINTMENT OF SERVICE PROVIDERS FOR THE FOLLOWING SERVICES/PROJECTS:

BID NU & MN	PROJECT	TECHNICAL ISSUES	Minimum points	Validity Period	START DATE	CLOSING DATE
08/2027 MN398/2026	ACQUISITION OF FLEET ON A FULL MAINTENANCE LEASE AGREEMENT FOR A FIVE - YEAR PERIOD(60 MONTHS)	Mr T Cele: Manager - Fleet Email: thulac@umdoni.gov.za Tell: 076 110 7346 SCM ISSUES Mr D Nyathi: SCM Manager Email: davidn@umdoni.gov.za Tell: 039 976 1202	70 points	120 days	04-11-2026	04-12-2026 At 12:00 pm
09/2027 MN399/2026	SUPPLY, INSTALLATION, SERVICING AND MAINTENANCE OF FOUR (4) 12KV SUBMERSIBLE PUMPS FOR PUMPING SEAATER INTO SCOTTBURGH SWIMMING POOL, INCLUDING POOL CLEANING FOR A PERIOD OF 36 MONTHS	Ms N Dlamini: Manager – Beach Email: Nomfundod@umdoni.gov.za Tell: 064 511 8279 SCM ISSUES Mr D Nyathi: SCM Manager Email: davidn@umdoni.gov.za Tell: 039 976 1202	70%	120 days	04-11-2026	04-12-2026 At 12:00 pm

MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING REGARDED AS NON-RESPONSIVE.

Tender documents will be available in the Etender Publication Portal which can be obtained through the following website: www.etenders.gov.za from the **04 November 2026.**

Umdoni Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000).

Bid documents, clearly marked with bid name and bid number must be deposited in the tender box inside the reception area of UMDONI MUNICIPALITY situated at Cnr of Bram Fischer and Williamson Street, Scottburgh, where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Umdoni Municipality will not take responsibility for documents delivered or collected via corrier services. **Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.**

Failure to comply in submitting the required documents shall result in the tender being considered non-responsive and shall be rejected.
The municipality serves the right to withdraw any invitation / advertisement to tender and / or to re-advertise or reject any tender or accept a part of it.
The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Mr D D NAIDOO

Acting MUNICIPAL MANAGER

ACQUISITION OF FLEET ON A FULL MAINTENANCE LEASE AGREEMENT FOR A FIVE-YEAR PERIOD (60 MONTHS)

1. PURPOSE OF THE REPORT

To provide the prospective service provider with detailed specifications for procurement of Fleet on a Full Maintenance Lease Agreement for a five-year period.

PRICING SCHEDULE (RATE BASIS)

SECTION 1: TECHNICAL SERVICES: ROADS	Quantity	Cash Price exclusive of VAT per unit	Interest rates per annum	Monthly instalment per unit inclusive of vat (Per unit) (i)	Monthly maintenance cost per unit (ii)	Total Monthly cost per unit (i)+(ii)
5 TON TIPPER TRUCK with Crew Cab (DIESEL) w Colour: Head White half Canopy black/blue(galvanised) **Engine performance** • kW Output 110 @2600 rpm • Torque 404 @ 1500 rpm **Body** • 3.5m long • 2.2m wide • Fixed drop side 450mm high, must be 3mm thick with mesh sided extension • Floor must be 3mm corten steel • Overall height 2m • Under body cylinder with safety stand when in open position • Hydraulically operated with PTO	1					

With half Canopy • Window in front of canopy to line up with cab window • 4 points SABS approved sealbelt • Rollover protection • Access to seats from outside which are lockable • Front seat to have hinged lid which must be lockable • Tool box floor to have 10mm holes for cleaning and draining water • Safety rail fitted across width of open section of canopy • **Front half** of the tipper bed (closest to the truck cab), while the rear half remains an open tipper bed for bulky material dropping. • Heavy-duty reinforced mild steel or canvas over a mild steel cage structure. • Lockable side-access gullwing doors or heavy-duty roller shutters. The interior is usually configured with integrated U-shaped steel toolboxes, racking, and shelving to store chainsaws, compactors, rakes, and personal protective equipment (PPE • Fixed securely to the non-tilting subframe framework or engineered directly onto the front portion of the tipping bin (with reinforced structural bracing to prevent weight shifting during a dump cycle **Drop sides** • **Body Type:** Combination dropside cargo bed with a hydraulic tipping system. • **Tipping Mechanism:** Under-body heavy-duty hydraulic telescopic cylinder powered						

by a Transmission Power Take-Off (PTO) pump. • **Tipping Angle: 45° to 50° rear tilt** to completely clear aggregate, soil, or site waste. • **Dropside Panels:** Left, right, and rear hinged tailgates manufactured from high-tensile steel (typically 3mm to 4mm thickness). • **Dropside Height: 400mm to 600mm** high, allowing full flatbed access via a forklift when dropped down. • **Tailgate Operation:** Dual-action tailgate (can swing open from the bottom via automatic mechanical latches during tipping or open from the top like standard dropsides) • **General** • Body must be painted with a suitable primer and painted with 2K white paint to match cab • Floor on inside to be painted black • Under body to be primed and rubberized. • Steps for passengers to climb • Alarm immobiliser, gearlock , Hydraullic Tipping, • Tracker unit to be supplied by Umdoni Municipality, • Fully equipped First aid kits must be included • Free roadside assistance • **REPORT BAD DRIVING MUST BE REFLECTIVE** • **Reflective stickers with Department name:**						

Technical Services Roads • **When vehicle is serviced as per specified mileage/hour the tyres need to be rotated and wheel alignment be done. Costs must be included in the FML charges.** Tyre replacement 5 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** Delivery 30 days from the date of award						
SECTION 2: COMMUNITY SERVICES: PARKS AND GARDENS						
4 TON TIPPER TRUCK with Crew Cab (DIESEL) Colour: White Cage (Galvanised) Engine performance • kW Output 110 @2600 rpm • Torque 404 @ 1500 rpm Body • 3.5m long • 2.2m wide • Fixed drop side 450mm high, must be 3mm thick with mesh sided extension • Floor must be 3mm corten steel • Overall height 2m	**1**					

• Under body cylinder with safety stand when in open position • Hydraulically operated with PTO **Canopy** • Window in front of canopy to line up with cab window • 4 points SABS approved sealbelt • Rollover protection • Access to seats from outside which are lockable • Front seat to have hinged lid which must be lockable • Toolbox floor to have 10mm holes for cleaning and draining water • Safety rail fitted across width of open section of canopy **Mesh sides – Above fixed drop sides** • Height 1500mm • Expand metal must be 2mm thick and hot tipped galvanized • Framework 38 tubing • Double rear gates at rear - able to be fixed to sides • Gates must be flush with floor • Paint white to match cab **General** • Body must be painted with a suitable primer and painted with 2K white paint to match cab • Floor on inside to be painted black • Under body to be primed and rubberized.						

• Steps for passengers to climb • Alarm immobiliser, gearlock, Hydraullic Tipping • Tracker unit to be supplied by Umdoni Municipality, • Fully equipped First aid kits must be included • Free roadside assistance • **REPORT BAD DRIVING MUST BE REFLECTIVE** • **Reflective stickers with Department name: Community Services: Parks and Gardens** • **When vehicle is serviced as per specified mileage/hour the tyres need to be rotated and wheel alignment be done. Costs must be included in the FML charges.** **Tyre replacement** 5 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** **Delivery** 30 days from the date of award						
SECTION 3: TECHNICAL SERVICES: REFUSE TRUCK						
4 TON TIPPER TRUCK with Crew Cab (DIESEL) Colour: White Cage (Galvanised)						

Engine performance • kW Output 110 @2600 rpm • Torque 404 @ 1500 rpm **Body** • 3.5m long • 2.2m wide • Fixed drop side 450mm high, must be 3mm thick with mesh sided extension • Floor must be 3mm corten steel • Overall height 2m • Under body cylinder with safety stand when in open position • Hydraulically operated with PTO **Canopy** • Window in front of canopy to line up with cab window • 4 points SABS approved sealbelt • Rollover protection • Access to seats from outside which are lockable • Front seat to have hinged lid which must be lockable • Toolbox floor to have 10mm holes for cleaning and draining water • Safety rail fitted across width of open section of canopy **Mesh sides – Above fixed drop sides (Blue in colour)** • Height 1500mm • Expand metal must be 2mm thick and hot tipped galvanized • Framework 38 tubing • Double rear gates at rear - able to be fixed to sides	**1**					

• Gates must be flush with floor • Mesh sides to be painted in blue **General** • Body must be painted with a suitable primer and painted with 2K white paint to match cab • Floor on inside to be painted black • Under body to be primed and rubberized. • Steps for passengers to climb • Alarm immobiliser, gearlock, Hydrauflic Tipping • Tracker unit to be supplied by Umdoni Municipality, • Fully equipped First aid kits must be included • Free roadside assistance • **REPORT BAD DRIVING MUST BE REFLECTIVE** • **Reflective stickers with Department name: Technical Services: Refuse Collection** • **When vehicle is serviced as per specified mileage/hour the tyres need to be rotated and wheel alignment be done. Costs must be included in the FML charges.** **Tyre replacement** 5 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle						

Tyres to be SABS Approved and manufactured in South Africa **No Rethreads** **<u>Delivery</u>** 30 days from the date of award						
SECTION 4: 10 SEATER MINIBUS COMBI: FLEET MANAGEMENT						
10 SEATER MINIBUS COMBI **Colour: White** **Engine and Performance** • **Engine Options:** 2.8L turbodiesel. • **Torque:** 241 Nm @ 3800 rpm (petrol) or higher on diesel variants. • **Transmission:** 5-speed manual or 6-speed automatic • **Drivetrain:** Rear-wheel drive **Capacity and Dimensions** • **Seating Capacity:** 10 adult seats (including the driver). • **Doors:** 5-door configuration (including rear tailgate and sliding side door) • **Fuel Tank:** 70 litre • **Fuel Range:** Approximately 500 km per full tank depending on load and terrain. • **Luggage Space:** Room for about 3 large and 2 medium bags **Safety and Comfort Features** • **Safety Systems:** Anti-lock Braking System (ABS), Brake Assist (BA), and Vehicle Stability Control (VSC). • **Cabin Comfort:** Air conditioning/dual-zone climate control, power steering, and fabric or partial leather trim depending on the trim level (such as luxury VX grades). FM Radio • **Towing Capacity:** Braked towing capacity up to 1,400 kg. • Tracker unit to be supplied by Umdoni Municipality, • Fully equipped First aid kits must be included	1					

• Free roadside assistance • **REPORT BAD DRIVING MUST BE REFLECTIVE** • **Reflective stickers with Department name: Corporate Services Fleet Management** • **When vehicle is serviced as per specified mileage/hour the tyres need to be rotated and wheel alignment be done. Costs must be included in the FML charges.** **<u>Tyre replacement</u>** 5 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** **<u>Delivery</u>** 30 days from the date of award						
SECTION 5: COMMUNITY SERVICES: LAW ENFORCEMENT						
COLOUR: White **4 X 4 Double Cab Bakkie with Bin cover** • **Engine:** 2.8-litre 4-cylinder GD-6 turbodiesel • **Power Output:** 150 kW @ 3000–3400 rpm • **Torque:** 500 Nm @ 1600–2800 rpm • **Transmission:** 6-speed automatic or manual with part-time 4WD and rear differential lock	1					

• **Fuel Consumption:** Estimated 7.5L to 7.6L / 100 km combined • **Dimensions:** 5,325 mm (Length) x 1,900 mm (Width) x 1,815 mm (Height) • **Towing Capacity:** 3,500 kg (braked) / 750 kg (unbraked) **General** Radio/USB/SD CARD/Bluetooth touch screen radio • Cloth seats • Airbags • Front electric windows • Front Fog Light • Blue star bar type roof mounted light • Corporate Markings as per Law Enforcement • Public Announcement unit • 10 Traffic cones lime in colour, 10 per vehicle marked: Law Enforcement • Air conditioner • Must be rust proofed • Set of wheel lock nuts • Fully equipped First aid kits must be included • Free roadside assistance • Tracker unit will be fitted by Council • Towbar **Tyre replacement** 4 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa**						

No Rethreads **Delivery** 30 days from the date of award						
SECTION 6: COMMUNITY SERVICES: FACILITIES						
4 X 2 LIGHT DELIVERY BAKKIE: **DOUBLE CAB BAKKIE WITH FULL DOOR CANOPY** **COLOUR : WHITE** • **Engine:** 2.8-litre 4-cylinder GD-6 turbodiesel • **Power Output:** 150 kW @ 3000–3400 rpm • **Torque:** 500 Nm @ 1600–2800 rpm • **Transmission:** 6-speed automatic or manual with part-time 4WD and rear differential lock • **Fuel Consumption:** Estimated 7.5L to 7.6L / 100 km combined • **Dimensions:** 5,325 mm (Length) x 1,900 mm (Width) x 1,815 mm (Height) • **Towing Capacity:** 3,500 kg (braked) / 750 kg (unbraked) **GENERAL** Radio/USB/SD CARD/Bluetooth touch screen radio • Cloth seats • Airbags • Front electric windows • Front Fog Light • Corporate Markings as per Community Services: Facilities • Air conditioner • Must be rust proofed • Set of wheel lock nuts • Fully equipped First aid kits must be included	1					

• Free roadside assistance • Tracker unit will be supplied by umdoni municipality • Towbar **Tyre replacement** 4 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** **Delivery** 30 days from the date of award						
SECTION 7: TECHNICAL SERVICES: HOUSING						
4 X 2 LIGHT DELIVERY BAKKIE: DOUBLE CAB BAKKIE WITH FULL DOOR CANOPY **COLOUR : WHITE** • **Engine:** 2.8-litre 4-cylinder GD-6 turbodiesel • **Power Output:** 150 kW @ 3000–3400 rpm • **Torque:** 500 Nm @ 1600–2800 rpm • **Transmission:** 6-speed automatic or manual with part-time 4WD and rear differential lock • **Fuel Consumption:** Estimated 7.5L to 7.6L / 100 km combined • **Dimensions:** 5,325 mm (Length) x 1,900 mm (Width) x 1,815 mm (Height) • **Towing Capacity:** 3,500 kg (braked) / 750 kg (unbraked) **GENERAL** Radio/USB/SD CARD/Bluetooth touch screen radio	1					

• Cloth seats • Airbags • Front electric windows • Front Fog Light • Corporate Markings as per Community Services: Facilities • Air conditioner • Must be rust proofed • Set of wheel lock nuts • Fully equipped First aid kits must be included • Free roadside assistance • Tracker unit will be supplied by umdoni municipality • Towbar <u>Tyre replacement</u> 4 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** <u>Delivery</u> 30 days from the date of award						
SECTION 8: MM OFFICE : **PARTICIPATION**						
4 X 2 LIGHT DELIVERY BAKKIE: **DOUBLE CAB BAKKIE WITH FULL DOOR CANOPY** **COLOUR : WHITE** • **Engine:** 2.8-litre 4-cylinder GD-6 turbodiesel • **Power Output:** 150 kW @ 3000–3400 rpm • **Torque:** 500 Nm @ 1600–2800 rpm • **Transmission:** 6-speed automatic or manual with						

part-time 4WD and rear differential lock • **Fuel Consumption:** Estimated 7.5L to 7.6L / 100 km combined • **Dimensions:** 5,325 mm (Length) x 1,900 mm (Width) x 1,815 mm (Height) • **Towing Capacity:** 3,500 kg (braked) / 750 kg (unbraked) **GENERAL** Radio/USB/SD CARD/Bluetooth touch screen radio • Cloth seats • Airbags • Front electric windows • Front Fog Light • Corporate Markings as per Community Services: Facilities • Air conditioner • Must be rust proofed • Set of wheel lock nuts • Fully equipped First aid kits must be included • Free roadside assistance • Tracker unit will be supplied by Umdoni Municipality • Towbar **Tyre replacement** 4 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** **Delivery** 30 days from the date of award	1					

SECTION 9: TECHNICAL SERVICES: **ROADS**						
4 X 2 LIGHT DELIVERY BAKKIE: **DOUBLE CAB BAKKIE WITH FULL DOOR CANOPY** **COLOUR : WHITE** • **Engine:** 2.8-litre 4-cylinder GD-6 turbodiesel • **Power Output:** 150 kW @ 3000–3400 rpm • **Torque:** 500 Nm @ 1600–2800 rpm • **Transmission:** 6-speed automatic or manual with part-time 4WD and rear differential lock • **Fuel Consumption:** Estimated 7.5L to 7.6L / 100 km combined • **Dimensions:** 5,325 mm (Length) x 1,900 mm (Width) x 1,815 mm (Height) • **Towing Capacity:** 3,500 kg (braked) / 750 kg (unbraked) <u>GENERAL</u> Radio/USB/SD CARD/Bluetooth touch screen radio • Cloth seats • Airbags • Front electric windows • Front Fog Light • Corporate Markings as per Community Services: Facilities • Air conditioner • Must be rust proofed • Set of wheel lock nuts • Fully equipped First aid kits must be included • Free roadside assistance • Tracker unit will be supplied by Umdoni Municipality • Towbar	1					

Tyre replacement 4 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** **Delivery** 30 days from the date of award						
SECTION 10: COMMUNITY SERVICES: PUBLIC SAFETY						
FIREFIGHTING SKID UNITS **Colour** : Red SPECIFICATIONS Single cab with mounted firefighting skid unit CHASSIS 1 ton Pick up Engine: 4.2 litre Diesel with double fuel tank Transmission: 5 speed manual with 4 x 4 drive, manually and automatic engaged front hubs, 2 speed (high/low) transfer gears Performance: 94 kW @ 3 800 rpm and 280 Nm @ 2200 rpm Heavy duty battery to be fitted to allow for auxiliary equipment's eg lights,siren,locker lights Suspension: Heavy duty suspension Steering: Right hand drive power steering Front suspension: Coil-spring rigid axle Rear suspension: Long-leaf rear suspension with additional leaf springs to carry equipment's Wheelbase: 3180mm Vehicle length not more than 5095mm Vehicle width not more than 1870mm Load capacity: 1060 kg Angle of approach: Minimum 36° Angle of departure: Minimum 27° Ground clearance not less than 250mm Air conditioner Jack and wheel spanner Locking Fuel cap with 3 sets of keys	1					

3 x Spare keys for vehicle 3 x sets of Locker keys Winch: A 5,500kg electric winch with cable type remote control at least 30-meter wire. Cable of 10mm diameter shall be mounted on the bulbar Manuals: 1 x Operation manual and owner's manual to be supplied with the vehicle 1 x Operation manual and owner's manual to be supplied with the firefighting pump Emergency lights: One LED slimline light starbar on cab roof, with public address system and a siren shall be supplied and fitted with illuminous instrument panel mounted onto dashboard.4 x small Flashing LED to be installed at rear of vehicle. Isolator switch Siren to be connected to hooter Alternating flashing spot lights 4 x Adjustable LED working lights at front and rear of vehicle to cover working areas Metal protection mesh covers on tail lights Two-way-radio must be fitted on the Frequency Comparable to Umdoni Municipality Locker: A storage locker with pull out shelf with middle supports shall be built at the rear(beneath pump) to store loose equipments .2 x Side pitched roof aluminium lockers to be split with roller shutter doors and height to be in line with cab.Pump area to be at rear of vehicle.Lockers to have LED strip lights.Lockers to be rain proofed. Rubberizing: The load box shall be rubberized with heavy duty rubberizing. Colour: Fire engine red paint(No wrap covers) Decals:Municipal logo on each door,bonnet and rear Yellow/white reflective striping Reflective Emergency numbers displayed at RHS rear and doors. Signage on windscreen. Bull bar with side protection and securely mounted onto chassis. Replace bumper with Bulbar to increase angle of approach including headlight protection. Tow bar Tracking unit adaptable to system of Umdoni Municpality <u>FIRE FIGHTING SKID UNIT</u> **Single stage centrifugal pump** shall be mounted on the vehicle:						

Consisting of an engine with two hose reels and a water tank. Hose reel drums to be made of aluminium. The engine and pump shall be mounted on anti-vibration silent blocks on a rust proof frame. No need for foam application. ENGINE: The engine **must** be a 163cc, 4-stroke, air-cooled, single cylinder, petrol engine with a maximum power output of 3, 6 kW. The fuel tank capacity of 3,1 litres.Electric and manual start. PUMP Output of 500l/m Priming within 60 seconds Suction head of 8m with 2 x 3m suction hoses and metal strainer Pump to be linked to main battery FIRST AID HOSE REELS Two hose-reels with manual rewind handle and locking device shall be installed near the tailgate area with the following features: Hose length 30 m each The nozzle supplied with the hose reel shall have adjustable jet and fog spray capabilities. WATER TANK A minimum 500 litre water tank shall be provided. The tank shall be manufactured of non-corrosive material. The position of the tank must ensure the lowest possible centre of gravity. The tank shall have baffle mechanisms. A tank fill 65mm instantaneous coupling shall be provided at rear of vehicle. The manhole can also be used for top filling of the water tank. An overflow larger than the filling pipe must be fitted. The discharge position must be behind the rear wheels of the vehicle.The tank to be immediately positioned behind the cab area. Electronic and manual water level tank gauge. TANK TO PUMP A valve shall be provided from the tank to the pump. HYDRAULIC RESCUE EQUIPMENTS All rescue tools must carry a warranty for the lease period.						

Pump : Engine: petrol driven; minimum 3.0 HP / 2.2 kW. Maximum working pressure not less than 720 bar. Hydraulic pump: 2 x three-stage axial. Flow 1st – 2nd – 3rd stage: min. 2 x 2900 – 2 x 1300 - 2 x 550 cc/min. Capacity oil tank not less than 4300 cc. Equipped with two single flat face auto-lock couplers for a coaxial (hose-in- hose) hose system Equipped with oil level indicator Weight including hydraulic oil, engine oil, fuel and couplers shall not exceeding 23 kg Dimensions shall not exceed 455x315x460 mm Engine and pump unit must be fully protected by steel frame including soft-grip carrying handle COMBI RESCUE TOOL Core technology connectors Max working Pressure: 720bar Spreading distance: 431mm Max. spreading force: 54kN/t Min. spreading force: 28kN/t Max. cutting opening: 352mm Max cutting force:204kN/t Round bar: 24mm Max. squeezing force:27kN/t Pulling distance: 426mm Max. pulling force: 30kN/t Required oil content: 55cc Weight, ready for use: 8.9kg Dimensions (LxWxH):664mmx287mmx193mm Temperature range: -20°C - +55°C1 x Telescopic ram Single instantaneous interchangeable coupling with 9m Hydraulic Hoses Small equipment Short standpipe Pillar post Hydrant spanner as per sample Pillar Post screw hydrant 64mm adaptor Anti tamper hydrant spanner x 2 as per sample Turncock key and bar Stilson wrench medium Chainsaw with spanner and sharpener Seat belt cutter 2 x Bush fire beaters(Short handle) Salvage sheet 2 x BA sets with Harness,DSU,back plate,face piece,cylinder,gauge						

Ceiling hook Bolt Cutter medium Large flat head axe 3 x Fireman's axe(Non wedge) 2 x Rechargeable **intrinsically safe** torches (one to be mounted in cab with charger) GPS 1 x DCP 4,5kg Extinguisher mounted 4 x 38mm hoses and branch 5 orange road cones Vehicle stabilising chocks 3x 5lt Jerry can and funnels BLS medical bag Spade Haligan tool 1 x BA compressor 220V to service 2 cylinders Single roof ladder to be mounted on locker/deck.(Non folding type) <u>Tyres</u>: 5 x Off -road tyres on wide alloy rims 16 inch Off -road tyres and rims designed to prevent swaying of vehicle during emergency responses <u>Licencing of Motor vehicles:</u> Vehicle to comply with Road Traffic ACT Vehicle to be driven with Code B driving licence max 3500kg GVM. Weighbridge certificate <u>KM usage:</u> Vehicle to cover 4000km per month <u>Pricing</u> The lease price must include the following: All maintenance and repairs to vehicle, equipment and accessories All repairs to vehicle, equipments and accessories must be repaired within 24 hours All equipment to have a bi-annual service Temporary replacement of vehicle, equipment's and accessories must be done within 24hours if unable to repair such items within 24 hours 24 tyres as replacement tyres for lease period. 2 batteries to be supplied as replacements during lease period. Maintenance plan on vehicle and equipments Tracker will be supplied by umdoni municipality						

Tyre replacement 5 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Delivery** 60 days from the date of award						
SECTION 11: COMMUNITY SERVICES: BEACHES						
SKID UNIT BEACHES **Colour** : Yellow Single cab with mounted emergency light CHASSIS 1 ton Pick up Engine: 4.2 litre Diesel with double fuel tank Transmission: Auto transmition with 4 x 4 drive, manually and automatic engaged front hubs, 2 speed (high/low) transfer gears Performance: 94 kW @ 3 800 rpm and 280 Nm @ 2200 rpm Heavy duty battery to be fitted to allow for auxiliary equipment's eg lights,siren,locker lights Suspension: Heavy duty suspension Steering: Right hand drive power steering Front suspension: Coil-spring rigid axle Rear suspension: Long-leaf rear suspension with additional leaf springs to carry equipment's Wheelbase: 3180mm Vehicle length not more than 5095mm Vehicle width not more than 1870mm Load capacity: 1060 kg Angle of approach: Minimum 36° Angle of departure: Minimum 27° Ground clearance not less than 250mm Air conditioner Jack and wheel spanner Locking Fuel cap with 3 sets of keys 3 x Spare keys for vehicle 3 x sets of Locker keys Winch: A 5,500kg electric winch with cable type remote control at least 30-meter wire Cable of 10mm diameter shall be mounted on the bulbar	**1**					

Manuals: 1 x Operation manual and owner's manual to be supplied with the vehicle 1 x Operation manual and owner's manual. Emergency lights: One LED slimline light starbar on cab roof, and a siren shall be supplied and fitted with illuminous instrument panel mounted onto dashboard.4 x small Flashing LED to be installed at rear of vehicle. Isolator switch Siren to be connected to hooter Alternating flashing spot lights 4 x Adjustable LED working lights at front and rear of vehicle to cover working areas Metal protection mesh covers on tail lights Two-way-radio must be fitted on the Frequency Comparable to Umdoni Municipality Rubberizing: The load box shall be rubberized with heavy duty rubberizing. Colour: Fire engine yellow paint(No wrap covers) Decals:Municipal logo on each door,bonnet and rear RED reflective striping Reflective Emergency numbers displayed at RHS rear and doors. Signage on windscreen. Bull bar with side protection and securely mounted onto chassis. Replace bumper with Bulbar to increase angle of approach including headlight protection. Tow bar Tracking unit to be supplied by Umdoni Municipality Leather seats **Tyre replacement** 5 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Delivery** 60 days from the date of award						
SECTION 12: OFFICE OF THE MUNICIPAL MANAGER: YOUTH DEVELOPMENT						
7-SEATER VEHICLE						

Colour : White **Engine Displacement:** Min 2000cc Diesel **Accessories:** • Alarm immobiliser **GENERAL** • Radio/Usb/Sd card/Bluetooth touch screen radio • Cloth seats • Airbags • Front electric windows • Front Fog Light • Blue star bar type roof mounted light • Luggage capacity 413 • Fuel tank capacity 60L • Air conditioner • Must be rust proofed • Set of wheel lock nuts • Fully equipped First aid kits must be included • Free roadside assistance • Tracker unit will be supplied by Council • **REPORT BAD DRIVING MUST BE REFLECTIVE** • **CORPORATE MARKINGS: YOUTH DEVELOPMENT** **Tyre replacement**	1					

4 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** **<u>Delivery</u>** 30 days from the date of award						
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SECTION 13: CORPORATE SERVICES: FLEET MANAGEMENT						
15 SEATER MINIBUS COMBI: **Colour: White** **Engine and Performance** • **Engine Options:** 2.8L turbodiesel. • **Torque:** 241 Nm @ 3800 rpm (petrol) or higher on diesel variants. • **Transmission:** 5-speed manual • **Drivetrain:** Rear-wheel drive **Capacity and Dimensions** • **Seating Capacity:** 15 adult seats (including the driver). • **Doors:** 5-door configuration (including rear tailgate and sliding side door) • **Fuel Tank:** 70 litre • **Fuel Range:** Approximately 500 km per full tank depending on load and terrain. • **Luggage Space:** Room for about 3 large and 2 medium bags **Safety and Comfort Features** • **Safety Systems:** Anti-lock Braking System (ABS), Brake Assist (BA), and Vehicle Stability Control (VSC). • **Cabin Comfort:** Air conditioning/dual-zone climate control, power steering, and fabric or partial leather trim depending on the trim level (such as luxury VX grades). FM Radio	1					

• **Towing Capacity:** Braked towing capacity up to 1,400 kg. • Tracker unit to be supplied by Umdoni Municipality, • **REPORT BAD DRIVING MUST BE REFLECTIVE** • **Reflective stickers with Department name: Corporate Services Fleet Management** • **When vehicle is serviced as per specified mileage/hour the tyres need to be rotated and wheel alignment be done. Costs must be included in the FML charges.** **Tyre replacement** 5 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** **Delivery** 30 days from the date of award						
SECTION 14: COMMUNITY SERVICES: LAW ENFORCEMENT						
SEDAN HATCH BACK VEHICLE **Colour** : White **Engine Displacement:** Min 1.6 cc Petrol **Accessories:**						

• Alarm immobiliser, Siren with 3 Tone and illuminated switches **GENERAL** • Radio/Usb/Sd card/Bluetooth touch screen radio Cloth seats Airbags Front electric windows Front Fog Light • Blue star bar type roof mounted light • Corporate Markings as per Law Enforcement • Public Announcement unit • 10 Traffic cones lime in colour, 10 per vehicle marked: Law Enforcement • Air conditioner • Must be rust proofed • Set of wheel lock nuts • Fully equipped First aid kits must be included • Free roadside assistance • Tracker unit will be supplied by Council • **REPORT BAD DRIVING MUST BE REFLECTIVE** **Tyre replacement**	1					

4 sets of tyres Sets of tyres must exclude tyres delivered with the vehicle **Tyres to be SABS Approved and manufactured in South Africa** **No Rethreads** **Delivery** 30 days from the date of award						

CONDITIONS OF TENDER:

- The bidders must submit with, specifications of fuel consumption as required the Automobile Association (AA).
- Bidders are to note that the fleet that will be acquired from the appointed bidder will not include a Tracking system. All fleet will be fitted with a tracking system by a Service Provider appointed by Council from time to time.
- Tracking to be fitted on the date of delivery and Council will ensure that there is a tracking system for each vehicle for the duration of the Lease.
- Insurance for the vehicles will be provided by Council.
- Alternative of the same vehicle to be provided when vehicle has been stood down for repairs that are more than two weeks.
- Licencing and registration to be provided by the appointed service provider.
- Licence renewals including COR (Certification of Roadworthy) to be provide by the Service provider for the duration of the lease period.
- Balance of Term Only: Procurement can only occur for the remaining, unexpired balance of the original contract term.

1. PLACE OF DELIVERY

Umdoni Local Municipality

2. PENALTIES

Potential risks associated with the leasing arrangement include:

- Delays in vehicle delivery;
- Non-performance by the service provider;
- Vehicle downtime;

These risks will be mitigated through:

- Service Level Agreements (SLAs);
- Performance monitoring;
- Penalty clauses for non-performance
- Regular contract management reviews

3. CONTRACT PERIOD

The proposed contract period shall be sixty (60) months from the date of appointment.

4. ESCALATION

Annual escalation to be based on Consumer Price Index (CPI) as stated by the South African Reserve Bank.

5. INSPECTIONS

Supplied Fleet to be inspected on delivery

6. EVALUATION CRITERIA

The bid will be evaluated in the following stages:

Stage 1: Administrative Compliance

Submission of all mandatory documents.

Stage 2: Functionality Evaluation

FUNCTIONALITY ASSESSMENT – POINTS SCORING	
Functionality Category & Description	**Points Allocation**
Experience	**Total = 40**
Proof to be attached to claim points: An appointment letter or purchase order and reference letter of the same project on a company letterhead must be signed and stamped for the leasing of vehicles)	**40**
Proof of company experience with at least 4 or more Acquisition of full maintenance lease in the Public Sector with total value of R5 million and above – **(40 Points)**	
Proof of company experience with at least 3 Acquisition of full maintenance lease in the Public Sector with total value of R4 million to R4.9 million – **(30 Points)**	
Proof of company experience with at least 2 Acquisition of full maintenance lease in the Public Sector with total value of R3 million to R3.9 million – **(20 Points)**	
Proof of company experience with at least 1 Acquisition of full maintenance lease in the public sector with total value of R1 million to R2.9 million – **(10 Points)**	
Proof of company experience with at least 1 Acquisition of full maintenance lease in the public sector with total value of R0 million to R9 00000 – **(0 Points)**	

No partial points to be allocated for incomplete proof submitted.	
Expertise (Proof to be attached to claim points: All certificates must be valid, certified and not be older than six months). 1. **STAFFING (10 Points)** 1.1 Project Manager with Minimum Degree/ National Diploma in Fleet Management/ Logistics/ Transportation with 3 years' experience in Fleet Management. CV and relevant qualification. • 3 years and above - **10 points** • 1-2 years - **0 points** **(No partial points to be allocated for years less than three years)** 2. **ACCREDITATION/ REGISTRATION WITH PROFESSIONAL BODIES (20 Points)** 2.1 Proof of registration with relevant professional bodies i.e. National Automobile Dealers Association (NADA) or South African Vehicle Rental and Leasing Association (SAVRAL). - **10 points.** 2.2 No proof of registration with relevant professional bodies i.e. National Automobile Dealers Association (NADA) or South African Vehicle Rental and Leasing Association (SAVRAL). - **0 points.** 2.3 Proof of registration with relevant accreditation body Retail Motor Industry (RMI) - **10 points.** 2.4 No proof of registration with relevant accreditation body Retail Motor Industry (RMI) - **0 points.** 3. **Financial Capability (10 points)** 3.1 Bank Rating A **10 points** 3.2 Bank Rating B **7 points** 3.3 Bank Rating C **4 points** 3.4 Bank Rating D and downwards **0 points**	**40**

Methodology and Turnaround time (Proof to be attached to claim points) • Demonstrate Implementation and Methodology relating to full Maintenance Lease and Service and Maintenance (Minimum extract of previous signed service and maintenance contract to be attached to claim points) – **7 Points** • 24 Hour Call Centre (Minimum location and the telephone number of the existing call centre to be attached to claim points and call centre reports reflecting a detailed response time on serviced clients) – **5 Points** • Breakdowns/ Roadside Assistant (Minimum extract of roadside assistant report from the previous contract to be attached to claim points)- **3 Points** • Approach and Timelines (Minimum extract of Gantt chart with fleet management process to be attached to claim points) – **5 Points**	**Total = 20**

Bidders should take note of the <u>above</u> Pre-qualification criteria.

[a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.

[i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken. Reference letters and Appointment letters for the current and previous contracts.

[ii] **Expertise** – The qualifications, accreditation, professional bodies, and financial capacity of the company as well as staff complement must be provided for evaluation

[iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames, and clearly explaining how the works will be implemented.

Bids that do not meet a minimum of **70 out of 100** in total for the criteria listed above will not be considered further.

Stage 3: Preference Points

Evaluation shall be conducted in accordance with the Preferential Procurement Regulations and applicable preference point system

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Supporting Documents
1. OWNERSHIP CATEGORIES			**Sworn Affidavit**
An EME or SME which is 100% Black owned	10		
An EME or SME which is 51% Black owned	5		
2. Promotion of Local Business - RDP			**Utilities, POR and SAPS affidavit**
Enterprise located within Umdoni Municipality	10		
Enterprise located within the District Municipality	5		
Enterprise located within the Province of KZN	2		
TOTAL POINTS			

The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.

7. Tender validity period/advert/tender document availability

Bids submitted are to be valid for a period of 120 days.

8. TENDER DOCUMENT AVAILABILITY

Advertised for 30 days on e-Tenders and local newspapers.

9. FINANCIAL IMPLICATIONS/BUDGET AVAILABLE

Funds for the leasing of vehicles will be budgeted for within the Municipality's operational budget over the Medium-Term Revenue and Expenditure Framework (MTREF).

The leasing model is expected to reduce unplanned maintenance expenditure and improve fleet cost management.

10. RETURNABLE DOCUMENTATION

- Valid tax clearance certificate or SARS pin
- Central Supplier database proof of registration
- Bidding Proposal
- CK registration
- Certified copies of identity documents for directors
- Lease agreement, Proof of address, municipal statement as Proof the bidder is not in arrears for Municipal taxes (rates and refuse) for a period not exceeding 3 months)
- Originally certified copies of BBBEE Certificate or Sworn Affidavit

NB!! All certified documents should not be more than six month

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	08-2027	CLOSING DATE:	04-12-2026	CLOSING TIME:	12:00 PM
DESCRIPTION	**Acquisition of fleet on a full maintenance lease agreement for a five-year period (60 months)**				
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*

PO BOX 19
SCOTTBURGH
4180

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:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**		
SIGNATURE OF BIDDER	.....		**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	FINANCE	CONTACT PERSON	Mr T Cele – Manager: Fleet
CONTACT PERSON	MR DAVID NYATHI	TELEPHONE NUMBER	064 110 7346
TELEPHONE NUMBER	039 976 1202	FACSIMILE NUMBER	039 976 0017
FACSIMILE NUMBER	039 97 0017	E-MAIL ADDRESS	thulac@umdoni.gov.za
E-MAIL ADDRESS	davidn@umdoni.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 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

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

MBD 4

DECLARATION OF INTEREST

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

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.

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 or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder[2]):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. .....

.....

[1]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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

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

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. OWNERSHIP CATEGORIES a. An EME of SME which is 100% black owned		10 (**Sworn Affidavit**)		
b. An EME or SME which is 51% Black owned		5 (**Sworn Affidavit**)		
2. Promotion of Local business Enterprise located within uMdoni Municipality Enterprise located within the District Municipality Enterprise located within the Province of KZN		10 (Utilities, POR and SAPS affidavit) 5 (Utilities, POR and SAPS affidavit) 2 (Utilities, POR and SAPS affidavit)		

DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of company/firm.....

b. Company registration number: .....

c. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company

Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

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

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

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

CERTIFICATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all 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 (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____ that:

(Name of Bidder)

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

APPENDIX 3: TERMS AND CONDITIONS: GOODS

1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.

2. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the order in terms of this purchase order. No other terms and conditions shall be binding upon the Purchaser unless accepted in writing.

3. An advice note or packing slip bearing the Purchaser's order number must be sent to the Purchaser on the same day that the goods are dispatched and a copy of such advice note or packing slip bearing the Purchaser's order number must be enclosed with the goods.

4. An invoice bearing the Purchaser's order number shall be sent to the Purchaser on the day on which goods are dispatched.

5. Payment will be effected within 30 days of receipt of invoice, provided that the Purchaser is satisfied with the goods rendered. The Purchaser shall not be responsible for delays in payment which are beyond its reasonable control.

6. The price herein specified, shall otherwise expressly stated include all taxes and duties of any kind which either party is required to pay with respect to the sale of goods rendered in terms of this agreement.

7. Ownership of and the risk in and to the goods shall pass to the Purchaser only upon receipt of the goods by the Purchaser in or on its premises and upon an authorized signatory certifying that the goods were received in good order.

8. Materials bought or obtained by the Vendor for use on contract works, shall become the property of the Purchaser immediately when the relevant portion of the actual price of the materials is paid to the contractor in accordance with the terms of payment as set out in this agreement. Property in and the title to the contract works shall pass to the Purchaser in proportion to the amount paid to the Vendor in accordance with the terms of payment.

9. The Vendor indemnifies the Purchaser against all loss of any kind whatsoever which may be occasioned by loss or damage to the material or works concerned in this agreement, whether these are the property of the Purchaser, the Vendor or of any other party.

10. The Purchaser shall not be liable for any loss, damage or expense arising from the Vendor's execution of the order with the Purchaser and the Vendor shall indemnify and keep the Purchase indemnified against any loss, damage, expense or injury to any property or any person in consequence of any defect in design (not originating with the Purchaser) work or material or from any negligence of the Vendor, its servant or agents. If the Purchaser becomes subject to any such claim, the Vendor shall render all reasonable assistance as required by the Purchaser to settle or defend any such claim or arbitration or proceeding arising there from and shall be liable for inter alia all legal fees incurred by the Purchaser in defending and/or settling such claims.

11. All delivery instructions of the Purchaser shall be strictly complied with and failure to do so will render the order subject to total or partial cancellation at the option of the Purchaser and the Purchaser shall be entitled to Purchase such goods elsewhere and debit the contractor with any loss, expense and cost thereby incurred.

12. The Vendor is required to acknowledge receipt and acceptance of this purchase order and the terms and conditions therein. Non-receipt of the Vendor's acknowledgment within three (3) working days from the date of this purchase order shall be deemed to signify acceptance by the Vendor of this purchase order and its conditions.

13. All goods delivered under any order of the Purchaser must be strictly to the quality control, engineering and building specifications, drawing, descriptions, samples or any other data furnished or adopted by the Purchaser and all goods must be in a new condition when delivered.

14. The Vendor warrants that all goods delivered under this order are fit and sufficient for the purpose for which they are intended to be used, that they are of merchantable quality and free from defects, whether they are patent or latent, in both material and workmanship.

15. The terms of all orders of the Purchaser or information supplied thereunder or derived therefrom are strictly confidential and shall not be divulged to any third party.

16. Failure by the Purchaser to enforce any of these issues shall not be construed as a waiver of any of the Purchaser's rights hereunder.

Responsibilities of the Vendor:

1. In accordance with the requirements of the Request for Quotation, provide Goods in the quantity, on or before the due date determined in or stated in a written order issued by the Purchaser.

2. Ensure that all goods shall be packaged with the provisions of the Request for Quotation. Where no provisions are made in the specifications for packaging, the goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in stores.

3. Ensure that all containers (including packaging cases, boxes, tins, drum and wrappings) supplied by the Vendor shall be considered as non-returnable, and their cost having been included in the price of the goods.

4. Ensure that each consignment is clearly marked on the outside of the consignment or package with the Vendor's name and full details on the destination in accordance with the Purchaser's order and include a packaging note stating the contents thereof.

5. Ensure that on dispatch of each consignment, the Vendor shall send to the Purchaser at the address for delivery of the goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch.

6. Send to the purchaser a detailed priced invoice as soon as reasonably practical after dispatch of the goods.

7. Ensure that the delivery of goods is effected within 7 days from receipt of the Purchaser's order, or if otherwise specified by the Purchaser. Should the Vendor have reason to suspect delays in delivery, the Vendor shall advise the Purchaser upon receipt of an order, in writing, of any anticipated delays citing reasons therefore and put forward a new anticipated delivery timeline. The Purchaser may extend the delivery date as it sees fit. Unless and until the Vendor receives a notification of the new, extended delivery date, there shall be no extension to the delivery date.

Responsibilities of the Purchaser:

1. The Purchaser will co-operate with the Vendor and provide the Vendor with such data, information and assistance as the Vendor may reasonably require either enabling or facilitating the Vendor to comply with its obligations under this Agreement.

2. The Purchaser shall supply the Vendor with reasonable access to relevant premises, personnel, equipment and systems as the Vendor may reasonably require for the purposes of its obligations, provided that the Purchaser shall then not be required to incur any extra costs without its prior agreement which may be refused at its sole discretion;

3. The Purchaser shall ensure that any party over whom it has direct control performs its functions and duties as may be reasonably required by the Vendor to enable it to comply with its obligations under this Agreement;

4. If the Purchaser is requested by the Vendor, but without absolving the Vendor from any of its service provision obligations, the Purchaser will utilise its best efforts to facilitate compliance and/or co-operation from other third parties and role-players with whom the Vendor requires to interact in order to comply with its obligations under this Agreement.

Special Conditions of Contract:

Signed on behalf of the Purchaser:

_____

Designation:_____

Date:_____

Signed on behalf of the Vendor:

_____

Designation:_____

Date:_____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods 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 goods 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "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 goods, 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 on the municipality/municipal entity 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 supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / 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 supplier's failure to complete his obligations under the contract.

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

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

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

8.6 Goods 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 goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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

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

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

(b) in the event of termination of production of the spare parts:
  (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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 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, 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.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable 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. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement 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 supplier as having no objection and proceed with the restriction.

23.5 . 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.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

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

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 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.

35. Prohibition of restrictive practices

35.1 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.

35.2 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 section 59 of the Competition Act No 89 Of 1998.

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