



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0103/2020/21 – RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MANAGED VEHICLE MAINTENANCE SERVICES, FLEET AND FUEL MANAGEMENT FOR RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHYSICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
<b>CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY</b>	



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**TENDERING CONDITIONS**

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. The document must not be dismantled; page numbers must be sequential.
4. Bidders must be registered on CSD.
5. For all documents that will need certification (and affidavits where applicable) bidders must not submit copies/ copies of certified copies.
6. Only black ink must be used when completing the tender document.
7. Electronic signatures are not allowed.
8. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.

***NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION***



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**ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION)**

**PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED**

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire (where applicable), MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38, Signatory Resolution Form, Pricing Schedule, and the Form of Offer, including all witness signatures on all the above stated forms.
  
- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
  - **COMPULSORY QUESTIONNAIRE** must be fully completed and signed (**where applicable**)  
*In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.*
  - **MBD 1** must be fully completed and signed
  - **MBD 4** - must be fully completed and signed: only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**  
*In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.*
  - **MBD 5 (where applicable)** must be fully completed and signed: - only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting. In a case of Joint Venture separate MBD 5 forms must be completed and submitted.**
  - **MBD 6.1** – must be fully completed and signed.
  - **MBD 7.2** must be fully completed and signed.
  - **MBD 8** - must be fully completed and signed: only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
  - **MBD 9** - must be fully completed and signed
  - **SECTION 38** - must be fully completed and signed: only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached
  - **SIGNATORY AUTHORISATION** – must be fully completed and signed
  - **PRICING SCHEDULE** must be fully completed and signed



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**ADMINISTRATIVE EVALUATION (ATTACHMENT OF MANDATORY DOCUMENTS)**

- ✓ Deposit slip with tender reference number as indicated on the advert
- ✓ Proof of CSD registration (CSD report)
- ✓ Required CIDB Grading Certificate (where applicable)
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

**FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS MUST NOT SUBMIT COPIES/ COPIES OF CERTIFIED COPIES.**

**MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS**

- ✓ Municipal rates and taxes statement of the last billable month on the date of tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter (not a copy) from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

**MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY**

- ✓ Municipal rates and taxes statement of the last billable month on the date of tender closure for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter (not a copy) from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.



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**NB!!**

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE

**VERIFICATION OF DOCUMENTS AND INFORMATION.**

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ A Sworn Affidavit will be accepted only if an original is submitted.

**ALLOCATION OF BBBEE POINTS**

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

**INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS**

- ✓ A tender document must be in a sealed envelope that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will not be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late and their submissions will not be accepted.



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1. Documents will be available on E-tender and RLM websites respectively 5 working days after the advert date at a non-refundable fee of R1000.00
2. A compulsory briefing session will be held on the 03 November, from 11H00 TO 11H30 at Rustenburg Local Municipality Electrical Department 98 Zendeling Street
3. Sealed bid documents marked: **“RLM/DTIS/0103/2020/21 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MANAGED VEHICLE MAINTENANCE SERVICES, FLEET AND FUEL MANAGEMENT FOR RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS”** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **07 DECEMBER @ 11H00**,
4. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), Functionality (minimum qualifying score 70) and 80/20 preferential point system (price = 80 & BBBEE points = 20) or 90/10 preferential point system (price = 90 & BBBEE points = 10) Once a tender is closed, the lowest acceptable tender will be used to determine the preference point system to be used for the evaluation of tenders.**
5. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
6. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
7. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
8. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
9. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
10. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
  - (a) reasons and/or grounds for the objection or complaint.
  - (b) the way in which the objector or complainant's rights have been affected; and
  - (c) the remedy sought by the objector or complainant.
11. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
12. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

RUSTENBURG LOCAL MUNICIPALITY, P.O. BOX 16, MISSIONARY MPHENI HOUSE



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PART A

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/DTIS/0103/2020/21	CLOSING DATE:	07 DECEMBER 2021	CLOSING TIME:	11H00
DESCRIPTION	E-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MANAGED VEHICLE MAINTENANCE SERVICES, FLEET AND FUEL MANAGEMENT FOR RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 36 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:

RUSTENBURG LOCAL MUNICIPALITY					
MISSIONARY MPHENI HOUSE					
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					





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<p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No [IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No [IF YES, ANSWER PART B:3]</p>
<p><i>TOTAL NUMBER OF ITEMS OFFERED</i></p>		<p><i>TOTAL BID PRICE</i></p>	<p>R</p>
<p><i>SIGNATURE OF BIDDER</i></p>	<p>.....</p>	<p><i>DATE</i></p>	
<p><i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i></p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p><b>DEPARTMENT</b></p>	<p>SCM</p>	<p><b>CONTACT PERSON</b></p>	<p>Mr. X. Gumenge</p>
<p><b>CONTACT PERSON</b></p>	<p>Mr. J. Masinga</p>	<p><b>TELEPHONE NUMBER</b></p>	<p>014 590 014 590 3080/ 3079</p>
<p><b>TELEPHONE NUMBER</b></p>	<p>0145903123</p>	<p><b>E-MAIL ADDRESS</b></p>	<p>xgumenge@rustenburg.gov.za</p>
<p><b>E-MAIL ADDRESS</b></p>	<p><a href="mailto:jmasinga@rustenburg.gov.za">jmasinga@rustenburg.gov.za</a> &amp;<a href="mailto:tenders@rustenburg.gov.za">tenders@rustenburg.gov.za</a></p>		



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**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	<b>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</b>
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN
1.3.	<b>THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	<b>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</b>
2.2	<b>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.</b>
2.3	<b>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.</b>
2.4	<b>FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</b>
2.5	<b>BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</b>
2.6	<b>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</b>
2.7	<b>WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</b>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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 WILL 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:** .....



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**MBD 4: DECLARATION OF INTEREST**

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

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.

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<sup>2</sup>): .....
- 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?

**(Tick applicable box)**

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>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.



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<sup>2</sup> 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?

***(Tick applicable box)***

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

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?

***(Tick applicable box)***

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

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?

***(Tick applicable box)***

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

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?

***(Tick applicable box)***

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

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



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in service of the state?

*(Tick applicable box)*

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

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.

*(Tick applicable box)*

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

3.14.1 If yes, furnish particulars.....

.....



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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



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MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

*YES	NO
------	----

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

.....

.....

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

*YES	NO
------	----

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

2.2 If yes, provide particulars.

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES	NO
------	----

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?



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*YES	NO
------	----

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....

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

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

.....  
Name/s and Surname of Bidder

.....  
Signature

.....  
Position in the Firm/Company

.....2021  
Date





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**MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or

b) The 80/20 or 90/10 preference point system will be applicable to this tender Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80 or 90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20 or 10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;



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- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

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

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

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

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

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

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



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**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		



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**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

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

**Stand Number:**.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less



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favourable arrangements due to such cancellation;

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

**WITNESSES**

- 1. ....
- 2. ....

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

**DATE:** .....  
**ADDRESS** .....



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**CONTRACT FORM - RENDERING OF SERVICES**

**MDB 7.2**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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



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MBD 7.2

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

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



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**MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.





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Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Name/s and surname of Bidder

.....  
Signature

.....  
Position in the Firm/Company

.....  
Date



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**MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. 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:

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

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

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;



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5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



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**SECTION 38: DECLARATION FORM**

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

**IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.**

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of <b>Section 38 (1) (c)</b> that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of <b>Section 38 (1)(d) (i)</b> that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of <b>Section 38 (1) (d) (ii)</b> that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of <b>Section 38 (i) (9)</b> that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of <b>Section 38 (i) (9) (iv)</b> that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....  
SIGNATURE OF BIDDER

.....2021.  
DATE

.....  
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME: .....

PHYSICAL ADDRESS: .....

TELEPHONE NUMBER: .....

EMAIL ADDRESS: .....

WITNESS 1: .....

WITNESS 2: .....



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**SIGNATORY AUTHORISATION**

**(TO BE COMPLETED BY THE BIDDER)**

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

.....  
(Name of Firm)

By resolution taken at a meeting held on the ..... day of (month).....2021 resolved to authorise  
..... holder of ID number ..... to sign all the documents on  
behalf of the company.

Print name of authorised representative: .....

Signature: .....



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NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

**PLEASE NOTE:** Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.



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GENERAL CONDITIONS OF CONTRACT  
(NOT TO BE ALTERED)

**PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**  
**Dated July 2010 as set out by the National Treasury: Republic of South Africa**  
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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.



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

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

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

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

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

1.7 “Day” means calendar day.

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

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

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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.





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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 nonrefundable 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



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person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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



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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;



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- (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.



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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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

### **21. Delays in the supplier's delivery and/or 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



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the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the 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



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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. Antidumping 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**



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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 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.





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**35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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



## RUSTENBURG LOCAL MUNICIPALITY

### **RLM/DTIS/0103/2020/21 – RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF MANAGED VEHICLE MAINTENANCE SERVICES, FLEET AND FUEL MANAGEMENT FOR RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

#### **TERMS OF REFERENCE/ SPECIFICATIONS**

#### **BACKGROUND**

The Rustenburg Local Municipality (RLM) is a local Municipality in the Province of the Northwest and seeks to appoint a credible service provider for the PROVISION OF MANAGED FLEET MAINTENANCE, FLEET AND FUEL MANAGEMENT FOR A PERIOD OF 36 MONTHS

Our goal is to provide services to the community. To Achieve this goal, RLM must conduct fieldwork and we need to provide our field workers with vehicles to make this possible.

In conducting its business, RLM uses a fleet of approximately 500 vehicles, (All Fleet is owned by the Municipality), however fleet management is not RLM's core function. RLM requires the services of a credible service provider to capacitate RLM in its fleet and workshop management functions.

#### **1. PURPOSE OF THE BID**

- 1.1 The purpose of this bid is to appoint a service provider to provide Managed Vehicle Maintenance Services, Fleet and on-Road Fuel Management for a period of Thirty-Six (36) Months.

#### **2. SCOPE OF SERVICES**

##### **2.1. PART ONE – MANAGED VEHICLE MAINTENANCE SERVICES**

The appointed service provider will be required to provide Managed Vehicle Maintenance Services to RLM. The services required are inter alia as follows:

1. Fleet Audit and Assessment of the 500 vehicles of the Municipality
2. Repair and Maintenance of the current fleet of vehicles
3. Provision of a One –Stop-Shop vehicle maintenance function at the Municipal Workshop
4. Training and Capacitation of workshop personnel
5. Upgrade the Vehicle Workshop to RMI Standards
6. Provision of a Fleet Information System
7. Provision of a Workshop Management System
8. Develop, Review and amend fleet related policies
9. Supply of operational and management reporting
10. Conduct high level vehicle needs assessment



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#### 2.2 PART TWO – FLEET AND ON-ROAD FUEL MANAGEMENT SYSTEM

#### THE SYSTEM MUST BE BASED ON THE FOLLOWING FUNDAMENTAL PRINCIPLES (SPECIFICATION) 36 MONTHS EQUIPMENT RENTAL

THE MUNICIPALITY HAS ABOUT 500 VEHICLES AND TRAILERS WHICH CONSIST OF SEDANS, BAKKIES, TRUCKS, YELLOW MACHINES, AND 20 JERRY CANS.

- Tracking System should be capable of using Multi satellite system (including, GPS, GLONASS, & NavIC support), To this end, it must utilize the GPS/Glonass unit that is mounted inside of the vehicle, where it is not easily accessible and visible.
- The system must be LIVE tracking at all times with second by second reporting interval (not negotiable) however if the need arises, the reporting interval should be capable of being changed over the air by the service provider without DE installing the unit.
- The communication should be TCP/IP over GPRS/UMTS/EDGE/HSPA with 3 parallel connections supported, text messages, email and pop up message on the screen
- The system should have accelerometer that has 3 Dimensions, 8G sensitivity, Gyro included
- This inputs/ outputs ports should have at least a minimum of 4 inputs for general use including dedicated Ignition port, Additional I/Os with external HUB/junction box and 3 outputs for general use, active low, 1A
- The power supply should be 9-32VDC, 20-30mA (average), Low power mode (GPS off) < 10mA, Power save mode (Standby) < 3.0mA as well as Power surge protection up to 100V
- The satellite node must have the backup battery that could last at least a minimum of 48 hours upon been disconnected from the main battery
- Unit firmware update should be done OTA
- Data logger should be capable of a minimum of 30000 logger when there is no gprs/gsm network coverage
- System should be ip67 casing / or equivalent
- System should be RS232 / or equivalent
- The device should be gps dead reckoning as well as capable of cellular jamming detection

with that option to change it shall the need arise

- The vehicle must be fitted with an audible alert system, to alert the driver that a pre-defined speed limit is being exceeded.
- The system should interface with canbus for rpm, engine temperature and other vehicle parameters
- The system should be able to score the drivers according to the driver behavior, so that the municipality can be able to use it for training and incentives the good drivers, the following are expected:
  1. Harsh braking
  2. Harsh acceleration
  3. Harsh cornering
  4. Aggressively and dangerously approaching the bumps and traffic circle
  5. Illegal lane change
  6. Speeding
  7. Excessive Idling

Users must be captured into the system and provided access to certain functions for example: only certain users will be allowed to add vehicles / drivers, others just to view reports.

The vehicle must not be able to be push – started when the system is armed.

- Two computers with 55inch TV screens with a printer should be installed at the Fleet Management section in the Rustenburg Mechanical Workshop for training of Rustenburg employees and daily tracking and monitoring activities.



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#### **On-Road Fuel Management Solution**

- Fuel system should show the number of fuel events(re-fill),
- Should provide all fuel transactions for easy reconciliations for payment,
- Total fuel used per vehicle,
- Location of where the refuel has taken place,
- Location of where the fuel theft has taken place and number of liters stolen), whether the ignition is on/off
- Automatically notification upon fuel theft
- Opportunity of fraud should be minimized
- Equipment should be protected against any tampering, in case of tampering, the device shall cease to work
- The system should be fully automation
- On road refilling of fuel (diesel, and all grades of petrol as well as oil top up (in different garages)
- Supplier must take note that the Municipality requires and **ON-Road Fuel Refueling Solution**
- The service provider must ensure that there is a feature of removal protection whereby the vehicle unit /device is disabled if removed
- Minimal human intervention
- Jerry cans must be fitted with equipment that identifies and authorize them to be filled with fuel,

#### **Audit Logs**

To enhance system security, all changes to information on the system must be saved to the audit log and the user's name identified. Once logged, the information should not be able to be changed. If the file becomes too big and the audit log needs to be erased, the first log entry in the audit log must include the name of the user who erased the previous audit log

#### **Map Function**

- The system maps must cover the whole of the RSA and provide detail to street level of all towns and cities.
- The map shall show the vehicle on satellite view and hybrid view
- By placing the mouse over positional points, full detail information must be available for quick reference.
- The maps must have a zoom function
- There must be a simple drag or panning function, enabling the user to move easily across the maps
- The maps must be able to be printed at any point in time
- A legend must be available to indicate the colours and styles of any information displayed on the maps (zones, points, exceptions, stop, etc.)

#### **Vehicle Theft Recovery**

In the event of a vehicle being stolen or hi-jacked, the service provide must offer a service that alerts the client and provide tracking and recovery services.

The service provider must be able to provide both ground and air, vehicle recovery services.

#### **Disciplinary Hearings / Court Appearances**

On occasion, it may be required for a representative of the system product to give evidence at a disciplinary hearing / court appearance, pertaining to information generated or captured by the system that may assist in the reconstruction of a motor vehicle collision, vehicle misuse, etc. In this regard, the service provider must indicate and provide proof that their system has been approved as a source of evidence by the law courts in South Africa.

- The system must have the ability to display the position of the vehicle within at most 5 meters of accuracy.
- The system must be capable of performing automatic failure diagnostic checks, every 24 hours.



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- The unit must be installed without any interference to the vehicle's wiring or electrical system, except for a connection to the battery and ignition. All electrical wiring must conform to the approved automotive standards and be protected by heat resistant sleeving.
- The units must be protected against reverse polarity.
- The system should be capable of geo fencing-using polygon/circle/rectangle
- System should be capable of setting up notification, example: speeding, entering the poi, exiting the poi and others
- Driver identification (dallas key, rfid tag or pin)
- The system should be capable of immobilizing and demobilize the vehicle within the prescribed laws of the republic
- Tow detection notification
- Automatic Health checks

#### **EXPECTED REPORTS**

The tracking system must allow for a multitude of various management reports. The report must be able to be printed or outputted to Microsoft Excel and Acrobat allowing further editing or graph generation, so that information can be made as refined as required. Where applicable, all reports must be able to be generated and sorted by either driver, vehicle or by road

- Summary reports
- Movement reports
- Parking and excessive idling reports
- Stopping reports
- Driver behavior reports
- Battery diagnostic report
- Speeding report
- Eco driving report
- Accident report
- Distance report
- Odometer report
- Engine hour report (for yellow equipment and generators)
- Working hours report
- Route planning capability
- POI (entering poi, exiting poi, how long did the vehicle spend at the poi) capability
- Notification report
- Tyre management report
- Service reminder report
- Dashboard capability

#### **SOFTWARE APPLICATION:**

The system should be accessed via online web, with at least 10 users

The system should have an app for smart cell phone that can be downloaded with at least 10 users

The system must be Microsoft Windows based and be compatible with other Microsoft products such as Excel and Word.

Software updates via OTA must be possible.

The importing / exporting of data and reports and sending via email, must be possible.



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The system must be able to indicate the following information on the computer screen, of each vehicle as required:

- Date and Time
- Status of the vehicle
- Vehicle registration and fleet number
- Vehicle location (Street / Locality)
- Drivers details
- Vehicle speed.
- Summary

The system must be able to retrieve historical utilization information of any vehicle, as required.

The system must make provision for all user sections in the Municipality to be able to monitor the vehicles in their specific sections Only.

Authorized end-users must be able to monitor All vehicle, 24/7

The system should be robust and have a track proven record, and capable of handling such a fleet of 450+ vehicles

**Mandatory requirements**

ICASA certificate

ISO certificate

VESA certificate



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#### **General Business and Administrative Requirements**

3.1.1 The Fleet Management Service Provider is responsible for providing suitably competent and professional resources to service RLM for all the requirements; amongst other human resources the following resources must be made available:

3.1.1.1 Key Accounts Manager – With a min of 5 Years' Experience in the same role.

3.1.2 The Fleet Management Service Provider resources shall be available during normal operating hours as and when required. An emergency after hour support system must be available, seven (7) days a week, 365 days a year.

#### **Vehicle tracking**

3.1.3 Each vehicle must be equipped with a vehicle identification device. The proposal should include the proposed system and a rollout plan thereof.

- The tracking device must log all the routes travelled by the vehicle against the driver.
- The abuse of vehicles (driving behaviour etc.) must also be logged
- The service provider must supply trip reports (i.e. electronic logbooks)
- The data collected by the tracking device must be of such a standard that it can be used in court of law and shall remain the property of RLM.
- No data may be deleted
- The service provider shall provide daily reports on all predetermined exceptions.
- The tracking data must be kept under the strictest security measures and the bidders must demonstrate how this would be achieved
- Tracking of drivers and vehicles actively on request or passively by viewing vehicle movements on a local map and be notified in real-time of driving violations. Some of the benefits envisaged from reliable tracking systems would include inter alia know who is driving the vehicle, and when, know where the vehicle is going, pre-define locations to minimize vehicle abuse, know as soon as exceptions occur in vehicles, be alerted in realtime via SMS and/or EMAIL when vehicles enter user-defined no-go zones or other restricted locations and improve the safety of drivers and vehicles.
- The fitted tracking system should assist RLM in measuring and managing employee's performance in understanding when drivers start and stop trips, which will help to objectively record working and driving hours. Track and trace stolen vehicles (including areas outside South Africa borders)

#### **Utilization management**

- This would require the service provider to monitor and report monthly kilometre usage of vehicles (highlight over and underutilization of vehicle).
- They will also advise on the need for relocation/swapping of vehicles or in instances the return of the vehicles to the service provider to balance utilization.
- Bidders must demonstrate what they perceive their role to be in this respect and how they would add value.



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#### **Traffic fine management**

3.1.4 The service provider is responsible for ensuring that:

- All offenders (drivers) are identified and fines are redirected in the name of the offender (driver)
- All costs associated to redirect a fine to an offender's (driver's) will be for the offender's (driver's) account

#### **Fleet management training**

3.1.5 The service provider is responsible to provide fleet management training to:

- RLM fleet administrators to effectively manage the fleet activities in his or her department.
- The training shall be bi-annual to accommodate current and new Fleet Administrators.

#### **A Management Information System accessible by RLM**

3.12.1 The bidder is responsible for providing a management information system to enable and facilitate the efficient provision of services in a manner that supports the following goals:

- All fleet information is accurate, complete and valid
- The system must be Web based, real time and available 24/7
- Queries can be customized to allow management access to information in a format that is relevant and useful and supports decision making thereby allowing effective utilization of resources
- Audit trails will be retained for use as may be required
- Identified RLM employees must have access with unique identification to the management information system and must be able to download all data into excel and PDF

#### **Customization and consolidation of management reports incorporating inter alia:**

##### **Monthly reports required**

- Vehicle register
- Accidents
- Servicing of vehicles
- Fines
- Fuel and related expenditure reconciliation

##### **Weekly reports required**

- Afterhours and weekend usage
- Speeding and driver behaviour
- Utilization
- Needs analysis per cost centre

**Please note: All the data collected and compiled by the service provider is and will remain the property of RLM.**





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**Administration**

3.1.6 Monthly invoice pack

- An invoice pack must be submitted to RLM on a monthly basis. This pack must contain a consolidated tax invoice
- All invoices must include VAT at the prescribed rate.

**KEY ROLES AND RESPONSIBILITIES**

Risk	Description	Allocation
Unexpected repairs	<ul style="list-style-type: none"> <li>▪ All repairs are managed under either the full motor plan purchased with the vehicle, or when due to proven negligence/driver abuse then repaired under managed maintenance after authorization from appropriate delegated official.</li> <li>▪ Definition of Full Motor plan is as follows:               <ul style="list-style-type: none"> <li>○ Scheduled Servicing</li> <li>○ Non-scheduled maintenance,</li> </ul> </li> <li>▪ Definition of Managed Maintenance is as follows:               <ul style="list-style-type: none"> <li>○ Method and process of paying for costs outside of the scope of the Full Maintenance plan.</li> </ul> </li> </ul>	To be managed by service provider
Defective repairs	<ul style="list-style-type: none"> <li>▪ Managed under the 'Managed Maintenance' controlled by the appointed service provider and revert to dealer/manufacture in the event of long-term problems.</li> </ul>	To be managed by service provider
	<ul style="list-style-type: none"> <li>▪ It would be incumbent on the Fleet Manager to communicate any problems, in a timeous manner, to enable the service provider, to act on such defective repairs.</li> </ul>	RLM
Delays in repairs and maintenance	<ul style="list-style-type: none"> <li>▪ The service provider must monitor that all vehicles are repaired in a timeously manner. Any delays must be reported to RLM Fleet section immediately.</li> </ul>	To be managed by service provider
Driver abuse & negligence	<ul style="list-style-type: none"> <li>▪ Positive driver identification substantiated by reports supplied monthly by the appointed service provider to RLM.</li> </ul>	Appointed service provider
	<ul style="list-style-type: none"> <li>▪ There should be a mechanism in place for recourse in the event of proven abuse, against either the driver or RLM, which may impact on the residual values taken by the appointed service provider.</li> </ul>	RLM



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Risk	Description	Allocation
	<ul style="list-style-type: none"> <li>▪ Fines to be managed by appointed Service Provider and redirected to the driver responsible for the fine</li> <li>▪ Where the fine is in any way connected to non-performance by the appointed Service Provider it would remain 100% the responsibility of the service provider.</li> </ul>	Appointed service provider
Unauthorized use of vehicles	<ul style="list-style-type: none"> <li>▪ Positive driver identification substantiated by reports must be supplied. No go zones and areas can be defined accordingly so that notifications can be sent to nominated people when vehicle enters defined zones. Vehicles can be set up to allow specific drivers, so if the driver is not authorized, then the vehicle will not start.</li> </ul>	To be managed by the appointed service provider but the final responsibility is with RLM.
Vehicles not available when required	<ul style="list-style-type: none"> <li>▪ In the event of either late repairs, a substitute vehicle must be provided to RLM</li> </ul>	To be managed by the appointed service provider



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**FUNCTIONALITY**

For a bidder to qualify it is a requirement to score a minimum of 70% out of a maximum of 100 points for functionality.

Values: 1 = Poor; 3 = Good; 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE
1.	Bank rating	20		
1.1	Rating D (Value = 1)			
1.2	Rating C (Value = 3)			
1.3	A or B (Value = 5) (value = 03)			
2	Key Personnel Experience Project: Manager: Attach CV and certified minimum qualifications i.e Project Management Diploma	20		
2.1	0 – 5 years (Value – 1)			
2.2	6 – 10years (Value – 3)			
2.3	11 and above (Value – 5)			
3.	Performance Report: The report must detail Policy review Fleet Information and Workshop Management Ability to conduct a fleet audit Fleet and On-Road Fuel Management Systems	25		
3.1	0 -2 reports (Value = 1)			
3.2	3 -5 reports (Value = 3)			
3.3	6 reports and above (Value = 5)			
4	Company experience: Similar Projects Value	25		
4.1	R4.99M – R9,9M (Value = 1)			
4.2	R10.0M – R29.9M (Value = 3)			
4.3	R30.0M and above (Value = 5)			
5	Company Experience (attach appointment and reference letters per project).	10		
5.1	0 – 2 letters (Value =1)			
5.2	3 – 5 letters (Value = 3)			
5.3	6 letters and above (Value = 5)			
<b>TOTAL</b>		<b>100</b>		



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Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

- Ps = percentage scored for functionality by the bid under consideration
- So = total score of bids under consideration, i.e. weight X value = score
- Ms = maximum possible score = 500
- Ap = percentage allocated

Total percentage scored by the bidder on functionality:  $Ps = \frac{\quad \times 100}{500} =$

No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.



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**BILL OF QUANTITIES/ PRICING SHEDULE**

Bidders are required to indicate a total bid price based on the total requirements of the contract and including all expenses inclusive of VAT for the project

<b>Vehicle pricing schedule</b>	<b>Total service fee per vehicle per month excl labour and material</b>
	<b>FIXED COSTS</b>
TLB	
1TON LDV DIESEL S/C	
1.4 L SEDAN	
GRADER	
FRONT END LOADER	
WASTE COMPACTOR	
CRANE TRUCK-	
4TON TRUCK	
CHERRY PICKER	
18000L WATER TANKER	
JET CLEANER	
HIGH PERFORMANCE HATCHBACK	
MID-SIZE EXECUTIVE SALOON	
SKIP LOADER	
10 CUBE TIPPER TRUCK	
<b>TOTAL COST PER MONTH</b>	
<b>TOTAL COST FOR 36 MONTHS</b>	



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**FORM OF OFFER- PART TWO  
FLEET AND FUEL MANAGEMENT**

Bidders are required to indicate a total bid price based on the total requirements of the contract and including all expenses inclusive of VAT for the project

Vehicle pricing schedule	Quantity	Total service fee per vehicle per month excl labour and material
Tracking Unit	500	
Provision and Installation		
Management and Maintenance		
Monitoring and Reporting		
Training and Support		
Stolen Vehicle Recovery		
Driver Identification and Immobilization		
PC	2 once off	
PRINTER	1 once off	
HD TV SCREENS	2 once off	
<b>FUEL MANAGEMENT SYSTEM</b>		



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On-Road Re-Fueling RFID	500	
Electronic fueling hardware and accessories		
Fuel Report software		
De-installation of existing system on vehicles	Once off per vehicle	
	<b>TOTAL COST PER MONTH</b>	
	<b>TOTAL COST FOR 36 MONTHS</b>	



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LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS**

We confirm that this price covers all activities associated with the service, as called for in the RFP document. We confirm that RLM will incur no additional costs whatsoever, other than in respect of VAT, over and above this amount about the provision of this service.

We undertake to hold this offer open for acceptance for a period of 60 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of the required service when required to do so by RLM.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred about preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Name of Signatory:

\_\_\_\_\_

Designation:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

For and on Behalf Of (Company Name):

\_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Cell No: \_\_\_\_\_

**The price escalation for the 2<sup>nd</sup> and 3<sup>rd</sup> year will be CPIX based.**