



# CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

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**TENDER NUMBER: T 2022/018**

**FLEET MANAGEMENT SERVICES FOR THE SUPPLY AND DELIVERY OF SPARE PARTS OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION PLANT AND RELATED SERVICES FOR A TWELVE-MONTH PERIOD FOR THE DIVISION ROADS**

COMPANY NAME: .....

POSTAL ADDRESS: .....

.....  
.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services  
Supply Chain Management  
Tel: 086 126 5263  
Fax: 086 688 4173

**T 2022/018**  
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REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD  
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## **A. TENDER NOTICE**

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Tenders are hereby invited for the provision of a Fleet Management Service exclusively for the supply and delivery of spare parts or replacement of components of motor vehicles, earthmoving and road construction plant and related service as specified by Cape Winelands District Municipality (CWDM) for a twelve-month period for the division roads.

Technical enquiries regarding this bid may be directed to Yuri Levendal on tel. 021 887 3231 or 0861 265 263

**Closing date: 11:00 on Tuesday, 06 September 2022.**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R240.00 per document.

All prospective bidders must ensure that they are registered and accredited on the Cape Winelands District Municipality's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**

## **B. GENERAL CONDITIONS AND INFORMATION**

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Inviting of tenders by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of tenders by prospective bidders, evaluation/awarding of tenders and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with –

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers (AO) of Municipalities (Guide for Accounting Officers);
- Any relevant Regulations/Circulars issued by the National Treasury, from time to time; and
- Any Special Conditions detailed in this Contract (SCC) – referring to, but not limited to paragraphs **B.1. - 17.** and **C to P.**

Where the General Conditions of Contract (GCC) and SCC are in conflict with one another, the stipulations of the SCC will prevail (Chapter 4.5.2.9 – Guide for Accounting Officers).

### **1. Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept any tender in whole or part.

The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

The Municipality reserves the right to accept more than one tender (in the event of a number of items being offered).

### **2. Validity Period**

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of 180 days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

### **3. Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

It will be expected from Suppliers to update registration details every twelve (12) months from date of registration. Payment will not be effected if supplier information is outdated.

The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

#### **4. Completion of Tender Documents**

The official tender form must be completed in BLACK ink and any corrections to the official tender form must also be made in BLACK ink and signed by the bidder.

Any tender documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

Any ambiguity has to be cleared with contact person for the tender before the tender closure.

#### **5. Authorised Signatory**

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

#### **6. Site/Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive fifteen (15) minutes or more after the advertised time the meeting starts, will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commences and will only be allowed to attend the meeting if the chairperson of the meeting, as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

#### **7. Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

#### **8. Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

**9. Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**10. Opening, Recording and Publications of Tenders Received**

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Telexed, faxed or e-mailed tenders will not be accepted.

The tender forms should be carefully completed and no errors will be condoned after tenders have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

**11. Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements, as well as such additional criteria as set out in this set of tender documents.

**12. Subcontracting**

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

**13. Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

**14. Past Practices**

The bid of any bidder may be rejected if that bidder or any of its directors have abused the Municipality's Supply Chain Management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favours, hospitality or any other benefit in any improper way, with this or any past tender.

**15. 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 in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

**16. Broad-Based Black Economic Empowerment (B-BBEE) Status Level Verification Certificates**

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, not a photocopy of another certified copy thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

Accounting Officers/Accounting Authorities must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

Bidders other than EME's:

- Verification agencies accredited by SANAS; or
- Registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) (until the expiration of the period prescribed by the Department of Trade, Industry and Competition).

Bidders who qualify as EME's:

- Sworn affidavit signed by the Exempted Micro Enterprises (EME) representative and attested by a Commissioner of Oaths.

#### **VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

**(a) Verification agencies accredited by South African National Accreditation System (SANAS):**

- (i) These certificates are identifiable by a SANAS logo and a unique BEE Verification Agency (BVA) number.
- (ii) Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on [http://www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php).
- (iii) The relevant BVA may be contacted to confirm whether such a certificate was issued.

**(b) As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:**

- (i) The name and physical location of the measured entity;
- (ii) The registration number and, where applicable, the VAT number of the measured entity;
- (iii) The date of issue and date of expiry;
- (iv) The certificate number for identification and reference;
- (v) The scorecard that was used (for example Qualifying Small Enterprise (QSE), Specialized or Generic);
- (vi) The name and / or logo of the Verification Agency;
- (vii) The SANAS logo;
- (viii) The certificate must be signed by the authorized person from the Verification Agency; and
- (ix) The B-BBEE Status Level of Contribution obtained by the measured entity.

**(c) Registered auditors approved by IRBA**

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must –

- (i) Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo;
- (ii) Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the South African Standard on Assurance Engagements (SASAE);



- (iii) Reflect relevant information regarding the identity and location of the measured entity;
  - (iv) Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
  - (v) Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
  - (vi) Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for twelve (12) months from the date of issuance and reflect both the issuance and expiry date.
- (d)** Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.
- (e)** The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.
- (f) Accounting officers as contemplated in section 60(4) of the Closed Corporations Act, 1984 (Act No. 69 of 1984) (CCA)**
- (i) These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.
  - (ii) The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

#### **VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EME's**

- (a) In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an Exempted Micro Enterprises (EME).
- (b) In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million.
- (c) The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.
  - (i) For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively;
  - (ii) An EME automatically qualifies as a Level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice;
  - (iii) An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice;
  - (iv) An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice;

- (v) An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice;
- (vi) An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice;
- (vii) An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulations 6 and 7 of the Preferential Procurement Regulations 2017;
- (viii) An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/allocated budget/gross receipt of R10 million or less and level of percentage of black beneficiaries to claim points as prescribed by regulations 6 and 7 of the Preferential Procurement Regulations 2017; and
- (ix) An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

#### **ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)**

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- (i) A QSE with at least 51% black ownership qualifies as a Level 2 contributor;
- (ii) A QSE with 100% black ownership qualifies as a Level 1 Contributor;
- (iii) A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice;
- (iv) A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice;
- (v) A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulations 6 and 7 of the Preferential Procurement Regulations, 2017; and
- (vi) A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/budget/gross receipt of R50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points as prescribed by regulations 6 and 7 of the Preferential Procurement Regulations 2017.

**IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE H, QUESTIONNAIRE AND ANNEXURE K, PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED. FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED.**

## 17. Application

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

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

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

## 18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

## 19. Information and Inspection

The service provider shall not, without the District Municipality's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the District Municipality in connection therewith, to any person other than a person employed by the service provider in the performance of the agreement. 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.

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

## 20. Governing Language

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

## 21. Payments

Payments shall be made by the District Municipality within **thirty 30)** calendar days of receiving the relevant **invoice/statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

## 22. Prices and Evaluation of Bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Tender.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the tender, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Relevant specifications;
- Value for money;
- Capability to execute the contract; and
- PPPFA & associated Regulations.

**23. Termination for default**

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

- (a) If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement;
- (b) If the service provider fails to perform any obligation(s) under the contract; or
- (c) If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

Where the District Municipality terminates the contract in whole or in part, the District Municipality may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding ten (10) years.

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

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

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

- (a) The name and address of the supplier and/or person restricted by the District Municipality;
- (b) The date of commencement of the restriction;

- (c) The period of restriction; and
- (d) The reasons for the restriction

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

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, 2004 (Act No. 12 of 2004), the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five (5) years and not more than ten (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. Termination for Insolvency**

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

#### **25. Settlement of Disputes**

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

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

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

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

#### **26. Applicable Law**

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

## **27. Notices**

Every written acceptance of a bid and any other notices shall be posted to the service provider concerned 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.

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.

## **28. Taxes and Duties**

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.

No contract shall be concluded with any tenderer whose tax matters are not in order.

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

## **29. Value-added Tax (VAT) on Invoices**

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No. 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value Added Tax Act, 1991 (Act No. 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

Where the value of an intended contract will exceed R1,000,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The Cape Winelands District Municipality will deem the price above R1,000,000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

The VAT registration number of the Cape Winelands District Municipality is 4700193495.

## **30. Tax Clearance Certificate**

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture, every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified. The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

**31. Municipal Rates, Taxes and Charges**

A certified copy of the bidder's and those of its directors municipal accounts (for the municipality where the bidder pays his/her account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any municipality or any of its entities for more than three (3) months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

**32. Construction Industry Development Board (CIDB) (If applicable)**

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

**33. Letter of Good Standing from the Commissioner of Compensation**

A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A Letter of Good Standing for "quotations purposes" from the Department of Employment and Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted, the bid will be disqualified.

**34. Protection of Personal Information**

In submitting any information or documentation requested in this tender document, or any other information that may be requested pursuant to this tender, bidders are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of their personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) and Regulations promulgated thereunder ("POPI Act").

Further, bidders declare that they have obtained all consents required by the POPI Act or any other law applicable. Thus, bidders hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that they submit.

## C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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The purpose of this document is to:

- (a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (c) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail.

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “**Contract**” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “**Corrupt practice**” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “**Countervailing duties**” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “**Country of origin**” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “**Day**” means calendar day.
- 1.8 “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- 1.9 “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
- 1.10 “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.



- 1.11 “**Dumping**” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “**GCC**” means the General Conditions of Contract.
- 1.15 “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “**Local content**” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “**Project site**”, where applicable, means the place indicated in bidding documents.
- 1.21 “**Purchaser**” means the organization purchasing the goods.
- 1.22 “**Republic**” means the Republic of South Africa.
- 1.23 “**SCC**” means the Special Conditions of Contract.
- 1.24 “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “**Supplier**” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “**Tort**” means in breach of contract.

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

1.28 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

## **2. APPLICATION**

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

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

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

## **3. GENERAL**

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. STANDARDS**

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

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

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

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

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

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

## **6. PATENT RIGHTS**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality/municipal entity.

## **7. PERFORMANCE SECURITY**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. PACKING**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

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

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

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

#### **15. WARRANTY**

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

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

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

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

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

## **16. PAYMENT**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

16.5 Where the value of an intended contract will exceed R1,000,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

## **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. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. PENALTIES**

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

## **23. TERMINATION FOR DEFAULT**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the 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 ten (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 A restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) The name and address of the supplier and / or person restricted by the purchaser;
  - (b) The date of commencement of the restriction;
  - (c) The period of restriction; and
  - (d) 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, 2004 (Act No. 12 of 2004), the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five (5) years and not more than ten (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**

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

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

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

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

## **32. TAXES AND DUTIES**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

## **33. TRANSFER OF CONTRACTS**

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

#### **34. AMENDMENT OF CONTRACTS**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

#### **35. PROHIBITION OF RESTRICTIVE PRACTICES**

- 35.1 In terms of section 4(1)(b) (iii) of the Competition Act, 1998 (Act No. 89 of 1998), as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act, 1998 (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.

## D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

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The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations, 2017 will be used to evaluate individual tenders.

### Regulation R32 of 20 January 2017 provide for a preference points system

**80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30,000 and up to R50 million) (all applicable taxes included)]**

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender/Formal Written Price Quotation conditions.
- Additional points are awarded for attaining the **B-BBEE status level** of contributor in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## E. INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number	T 2022/018	Closing date	6/09/2022	Closing time	11:00
Description	FLEET MANAGEMENT SERVICES FOR THE SUPPLY AND DELIVERY OF SPARE PARTS OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION PLANT AND RELATED SERVICES FOR A TWELVE-MONTH PERIOD FOR THE DIVISION ROADS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>Are you the accredited representative</b> in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<b>Are you a foreign based supplier for</b> the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Yuri Levendal				
Telephone number	021 870 3231 / 072 435 7722				
E-mail address	Yuri.levendal@capewineland.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	<a href="mailto:elmine@capewineland.gov.za">elmine@capewineland.gov.za</a>				

**TERMS AND CONDITIONS FOR BIDDING – PART B**

**1. BID SUBMISSION:**

- 1.1 Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2 All bids must be submitted on the official forms provided–(not to be re-typed) or online.
- 1.3 This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the [website www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate TCS certificate/pin/CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1	Is the entity a resident of the republic of South Africa (RSA)?	Yes		No	
3.2	Does the entity have a branch in the RSA?	Yes		No	
3.3	Does the entity have a permanent establishment in the RSA?	Yes		No	
3.4	Does the entity have any source of income in the RSA?	Yes		No	
3.5	Is the entity liable in the RSA for any form of taxation?	Yes		No	

**If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above**

**NB: failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

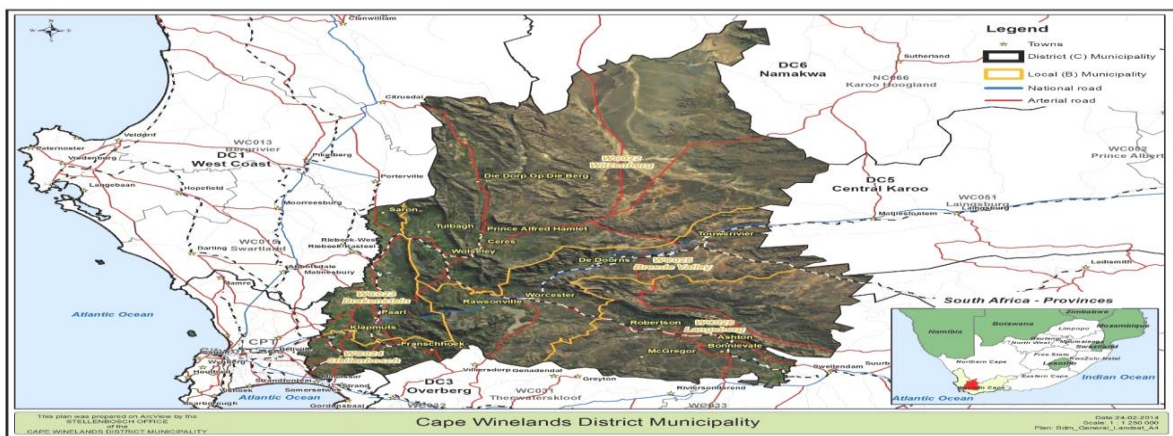
Date: .....

# F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

## 1. INTRODUCTION

The Cape Winelands District Municipality (CWDM) hereby invites tenders for the provision of a Fleet Management Service exclusively for the supply and delivery of spare parts or replacement of components of motor vehicles, earthmoving and road construction plant and related service as specified by Cape Winelands District Municipality (CWDM).

The Cape Winelands District Municipality's (CWDM) jurisdiction includes the local authorities of Stellenbosch, Drakenstein, Breede Valley, Langeberg, and Witzenberg as reflected in Map 1 and CWDM has its own road maintenance teams situated in Stellenbosch, Paarl, Worcester, Robertson and Ceres performing an agency road maintenance function on the provincial road reserves.



Map 1: Jurisdiction of Cape Winelands District Municipality (DC2) that includes the local authorities of Stellenbosch, Drakenstein, Langeberg, Breede Valley and Witzenberg.

## 2. BACKGROUND

2.1 The CWDM Technical Roads department's current fleet consists of the following vehicle classes however; fleet size and vehicle classes may change during the contract period:

VEHICLE CLASS
<b>Trucks Heavy and Light</b>
Nissan UD
ISUZU
Mercedes
Scania
Toyota / Hino
Fuso
TATA
Man
Iveco
Astra
<b>Digger / Loaders / Graders</b>
Komatsu

Fiat Hitachi
Cat
Hyundai
Bell
Mitsubishi
Volvo
JCB
New Holland
<b>Rollers</b>
Dynapac
Galion
JCB
Hum
Ingersoll Rand
Bomag
Martin Grid
Tecon Grid
Aveling Barford
<b>Tractor</b>
Ford
Agrico
Case
<b>Bus and Light delivery vehicle</b>
Nissan
Isuzu
VW
Ford
Toyota
<b>SMALL PLANT CLASS</b>
<b>Busch cutters /Chainsaw / Blowers /Saw Concrete &amp; Mowers</b>
Husqvarna
Maruyama
Kawasaki
Stihl
<b>Sweeper Road</b>
Macny
DRWRD2300
Rosco RB50
<b>Chip Spreader</b>
Macnay
<b>Trailer, Low-Bed and Caravans</b>
Henred 18000kg
Marten 18000kg



Hyster 45000kg
Absolute Ablution
<b>Breaker Paving Air / Engine Driven</b>
Seco
Wacker
<b>Compactor Plate Type</b>
Weber
Hop pit
Gdscor
GE Wilson
<b>Rock Drill</b>
Pionjar
Atlas Copco
<b>Mixer Concrete</b>
Poza TM Rib360
Winget
Jaymix
Vulcan
Ian Dicky
<b>Marker Road hand operated</b>
Sinaer
Speedflo
Tital Powertwin 4900 plus
<b>Generators</b>
Industrial 200KVA - 350KVA
Gdscor Lutian 5GF
Kama
<b>Water pumps</b>
Ian Dickie
Libellula
Home Light
Honda
<b>High pressure cleaners</b>
Karcher
Ian Dickie
<b>Rollers Pedestrian</b>
Bomag
Vipac

The supply and delivery of the following parts/products and related services will included, but not be limited to the following and will include all the associated labour when applicable:

- a) Brake and Clutch
- b) Driveshafts
- c) Turbo charges, injector pumps and injectors
- d) Suspensions
- e) Automotive glass fit
- f) Exhaust
- g) Batteries
- h) Control Gear
- i) Engineering
- j) Mechanical services and repairs
- k) Hydraulics
- l) Lifting Equipment
- m) Compressors
- n) Warning Lights
- o) Body Builders
- p) Automotive Upholstery
- q) Engine Rebuilders
- r) Diff and Gearbox rebuilders
- s) Plumbing and Irrigation
- t) Radiators and Coolers
- u) Automatic Transmissions
- v) Oil Analysing
- w) Auto Electrical
- x) Engine Management
- y) Spares and Service Parts
- z) Salvage and Recovery

### 3. DEFINITIONS

- 3.1 Service plan / Maintenance Plan / Motor Plan – a service as that be optionally procured that will cover all cost in terms of normal services as set out in the vehicle's owner manual or handbook up until a specified kilometre or time period.
- 3.2 **Spares** – any part fitted to a vehicle ensuring that the vehicle is fully operational and functional and has to be replaced due to the malfunction thereof. The fitment of non-original equipment will be done in consultation with the relevant fleet manager without jeopardizing any warranties of guarantees in terms of the vehicle.
- 3.3 **Accessories** – additional equipment fitted to a vehicle that does not form part of the vehicle's standard specification as released by the respective motor manufacturers. These items must not influence the standard guarantees and warranties of the vehicles in question. (It can include items such as; radios, canopies, air conditioning, tow bars, window lamination, sunroof, decals, sirens, stars and two way radios)
- 3.4 **Accident damage** – any unexpected event resulting in damages to the vehicle, cannot be defined as maintenance or repairs.
- 3.5 **Fleet Manager** – an official designated by the accounting office or chief financial officer to assume accountability for a fleet of vehicles.
- 3.6 **Maintenance** – it is all work undertaken in terms of a vehicle that is included in the normal service plan of the vehicle and as set out in the manufacturer's manual or service book or any other repairs as required due to normal wear and tear this will also include repair and replacement of tyres.

- 3.7 **Repairs** – all additional repairs undertaken in terms of a vehicle excluding maintenance, accident damage and engine overhauls.
- 3.8 **Engine overhaul** – disassemble the engine, evaluates the condition of internal parts and components to identify the source of the problems and fix and reassemble the engine to its original state.
- 3.9 **Auto electrical** – all electrical work applicable to a 12V or 24V vehicle system.
- 3.10 **Small plant and equipment, including but not limited to** – portable electric or motorised plan and tools, fuel trailers, pumps generators etc.
- 3.11 **Transport officer** – an officer appointed by the CWDM Director Roads in writing to, inter alia, administer the Roads Departmental Fleet allocated to a region.
- 3.12 **Capped amount** – means the greatest amount of payments that can be provided under this agreement.
- 3.13 **Minor service** – limited to 7500km, 10 000km or 15 000km (vehicle dependent)
- 3.14 **Major service** – limited to every second 7500km, 10 000km or 15 000km (vehicle dependent).
- 3.15 **Hour meter service** – 250 hours
- 3.16 **Annual Service** – a annual service is applicable when the above kilometres have not been achieved.
- 3.17 **Emergency mechanical repairs** – required for maintenance, repairs, fixing and replacements of Roads departments vehicles to ensure an operational state of readiness.

#### 4. JURISDICTIONAL AREA

The service provider must procure reputable service merchants within each of the following regions of Cape Winelands District.

- a) Stellenbosch
- b) Drakenstein
- c) Witzenberg
- d) Breede Valley
- e) Langeberg

#### 5. PURPOSE OF TENDER

The purpose of this tender is for the provision of a Fleet Management Service exclusively for the supply and delivery of spare parts or replacement of components of motor vehicles, earthmoving and road construction plant and related service as specified by Cape Winelands District Municipality (CWDM) as and where required within the CWDM's area of jurisdiction.

The purpose of this tender is not to duplicate any work currently being carried out by the Municipality's mechanical workshop staff.

Equipment covered by this contract shall include all of the vehicles and equipment purchased by the CWDM for the purposes of construction and maintenance of the road infrastructure in the Western Cape.

No estimate or guarantee can be given as to the volume of work and/or the value that will be awarded to a Supplier.

This contract shall not apply to vehicles, equipment and components thereof that are covered by a warranty which is a condition of their supply contract, unless the service or supply in question is not covered by the conditions of such warranty.

Vehicles, equipment and components thereof which in the sole discretion of the CWDM cannot be repaired economically in terms of this contract will not be subject to the terms of the contract.

The Supplier shall assign a contact person (Fleet Manager) who shall act as a contact between the CWDM and the Supplier.

## 6. TIME FRAME

The tender will be valid for a 12-month contract period and will commence on a date as mutually agreed upon between the service provider and the CWDM.

## 7. SCOPE OF WORK AND MINIMUM REQUIREMENTS

The following fleet management services, that entail the overall actions to always keep the fleet of the CWDM Roads Division, operational and efficient, and within the approved budget will be required:

### 7.1 DESCRIPTION OF SERVICES AND REQUIREMENTS

The following table defines the works which falls within the scope. In addition to the services rendered as indicated in Clause 10 of the SCC, the Service Provider must ensure that the Merchants comply with the following minimum requirements as indicated in the table.

PRODUCT AND/SERVICE	SCOPE OF WORKS	MINIMUM REQUIREMENTS
Brake and Clutch	The supply of pads, discs, valves, cylinders and other brake and clutch parts pertaining to construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. Must be MIOSA registered.</li> <li>2. Must have a suitable under roof shelter and facilities (Workshop) at his disposal to repair and store the equipment covered by this contract.</li> <li>3. The merchant must undertake to use only genuine proprietary replacement parts on contract work, unless otherwise agreed to in writing by the CWDM.</li> </ol>
	Refurbishing or repair of the above parts where possible	
Driveshafts	The supply of driveshafts, universal centre end-bearings and other parts pertaining to construction vehicles and plant as listed in the specifications	
	The repair and balancing of driveshafts to construction vehicles and plant	
Turbo charges, injector pumps and injectors	The supply of turbo chargers, injector pumps, injectors and other parts relating to turbo chargers, injector pumps and injectors for the Construction vehicles and plant as listed in the specifications	
	The refurbishment or repair of these parts	

Suspensions	The supply of shock absorbers, spring blades, lower and upper control arms, ball joints, bearings, drag links, bushes and other suspension and steering parts for the Construction vehicles and plant as listed in the specifications	
	The re-tensioning, refurbishment or repair of these parts	
Automotive glass fit	The supply of certified and approved automotive glass and other parts/elements relating to automotive glass for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. SABS-certified</li> <li>2. Merchant of OEM motor glass</li> <li>3. Carries a manufacturer's product warranty</li> <li>4. MIOSA Registered</li> </ol>
Exhaust	The supply of exhaust, brackets, manifolds, branches, catalytic converters and other parts relating to exhaust parts for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. SABS-certified</li> <li>2. Carries a manufacturer's product warranty</li> <li>3. MIOSA Registered</li> <li>4. Must have a suitable under roof shelter and facilities (Workshop) at his disposal to repair and store the equipment covered by this contract.</li> </ol>
	The refurbishment or repair of these parts	
Batteries	The supply of a variety batteries for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. SABS-certified</li> <li>2. Carries a manufacturer's product warranty</li> </ol>
Control Gear	The supply of operating control levers, joysticks, switch gear boxes and other parts relating to control gear for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. MIOSA Registered</li> <li>2. The merchant must undertake to use only genuine proprietary replacement parts on contract work, unless otherwise agreed to in writing by the CWDM.</li> <li>3. Carries a manufacturer's product warranty</li> </ol>
	The refurbishment or repair of these parts	
Engineering	The refurbishment and repair of vehicle parts, pressure testing, welding, drilling, machining for the Construction vehicles and plant as listed in the specifications.	<ol style="list-style-type: none"> <li>1. Must be MIOSA registered.</li> <li>2. Must have a suitable under roof shelter and facilities (Workshop) at his disposal to repair and store the equipment covered by this contract.</li> <li>3. The merchant must undertake to use only genuine proprietary replacement parts on contract work, unless otherwise agreed to in writing by the CWDM.</li> </ol>
Mechanical Services and Repairs	This concerns the Services and repairs undertaken by a Certified mechanic or specialist mechanic on any of the construction vehicle and plant as well as the parts.	
Hydraulics	The supply of hoses, pipes, valves, cylinders and other parts relating to hydraulics for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. The merchant must undertake to use only genuine proprietary replacement parts on contract work, unless otherwise agreed to in writing by the CWDM.</li> <li>2. Carries a manufacturer's product warranty</li> </ol>
	The refurbishment or repair of these parts	

Lifting Equipment	The supply of lifting equipment parts, hoses, pipes, cylinders and other parts relating to lifting equipment as well as the testing and certification of this equipment for the Construction vehicles and plant as well as the mechanical workshops lifting equipment such as the two post lifts and other Jacks as listed in the specifications.	<ol style="list-style-type: none"> <li>1. Registered Lifting Machinery Entity (LME) with the South African Department of Labour</li> <li>2. Dedicated LMI</li> <li>3. Specialised tools</li> </ol>
	The refurbishment or repair of these parts	
Compressors	The repair, refurbishment and testing for certification purposes of compressors and air lines for the Construction vehicles and plant and workshop small plant and equipment as listed in the specifications	<ol style="list-style-type: none"> <li>1. SANAS accreditation as a type A (Totally independent) inspection Authority for the manufacturing as well as In-service inspection of Pressure equipment</li> <li>2. Letter of Good standing in terms of OHS act 85 of 1993 as amended and (SANS10227)</li> <li>3. Personnel must have valid competency certificates</li> </ol>
Warning Lights	The Supply of the lights, inverters, light units and other parts relating to warning lights for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. SABS-certified</li> <li>2. Carries a manufacturer's product warranty</li> </ol>
	The refurbishment or repair of these parts	
Body Builders	The supply and repair of body parts including tankers, the spraying of vehicles and other panel beating related services for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. Must be MIOSA registered.</li> <li>2. Must have a suitable under roof shelter and facilities (Workshop) at his disposal to repair and store the equipment covered by this contract.</li> <li>3. The merchant must undertake to use only genuine proprietary replacement parts on contract work, unless otherwise agreed to in writing by the CWDM.</li> </ol>
Automotive Upholstery	The Supply and repair of seats, roof lining, caravan upholstery, and mattresses, and external truck body covers for the Construction vehicles and plant as listed in the specifications.	
	The refurbishment or repair of these parts	
Engine Rebuilders	The refurbishment, repair, overall and rebuilding of engine and engine components for the Construction vehicles and plant as listed in the specifications	
Diff and Gearbox rebuilders	The refurbishment, repair, overall and rebuilding of differential and gearbox components for the Construction vehicles and plant as listed in the specifications	
Plumbing and Irrigation	The supply of valves, hoses, pipes, pumps and other parts relating to plumping and irrigation for the Construction vehicles and plant as listed in the specifications	
	The refurbishment or repair of these parts	
Radiators and Coolers	The supply, repairs and refurbishment of radiators and coolers for the Construction vehicles and plant as listed in the specifications	
	The refurbishment or repair of these parts	

Automatic Transmissions	The refurbishment, repairs and replacement of automatic transmissions for the Construction vehicles and plant as listed in the specifications	
Oil Analysing	The testing, analysing and reporting of all oil samples from the Construction vehicles and plant as listed in the specifications	1. SANAS Accreditation
Auto Electrical	The diagnosing, testing, repairing of all automotive electrical components and parts for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. Must be MIOSA registered.</li> <li>2. Must have a suitable under roof shelter and facilities (Workshop) at his disposal to repair and store the equipment covered by this contract.</li> <li>3. The merchant must undertake to use only genuine proprietary replacement parts on contract work, unless otherwise agreed to in writing by the CWDM.</li> </ol>
	The supply of starters, alternators, fuse boxes and other electrical automotive components for the Construction vehicles and plant as listed in the specifications.	
Engine Management	The Supply of engine protection components and other management components for the Construction vehicles and plant as listed in the specifications	
	The diagnosis, analysing and reporting of the engine management system and other telemetry fuel consumption reporting system	
Spares and Service Parts	The supply of shock absorbers, oil filters, fuels filters, air filters, wiper blades, fan belts, bushes, bearings, bulbs and other parts for the Construction vehicles and plant as listed in the specifications	<ol style="list-style-type: none"> <li>1. Must be MIOSA registered.</li> <li>2. The merchant must undertake to use only genuine proprietary replacement parts on contract work, unless otherwise agreed to in writing by the CWDM.</li> <li>3. Carries a manufacturer's product warranty</li> </ol>
Salvage and Recovery	This service relates to the salvage and recovery of the Construction vehicles and plant as listed in the specifications	1. Must be MIOSA registered.

## 7.2 MAINTENANCE / REPAIRS

### 7.2.1 Mechanical Maintenance & Repairs on all classes of vehicles and small plant

- a) Scheduled service intervals will be fixed as per agent service manual.
- b) The Service Provider shall ensure that no vehicles/parts are serviced, repaired, or any maintenance is undertaken on a vehicle at a merchant that will jeopardize the warranty on the vehicle unless requested to do so in writing by the CWDM.
- c) The Service Provider must therefore ensure that only Original Equipment Manufacturer (OEM) approved merchants are identified to ensure that the warranties, maintenance and or service plans on vehicles will remain intact when maintenance or repairs are done.
- d) The service provider shall on receiving a request for maintenance or repair, immediately request that the transport officer arrange for delivery of the vehicle to the agreed upon and approved merchant closest to the location of the vehicle or request roadside assistance to be dispatched to the location requested.

- e) Assigning work to a merchant, will be in consultation between the fleet manager or transport officer and the service provider.
- f) All Scheduled minor and major services outside of their service plan will require a quotation and will be in accordance with the agent's service manual.
- g) All minor repairs and maintenance will be capped to R30 000.
- h) All repairs and maintenance more than R30 000 will be constituted as major and therefore must be assessed and approved by the fleet manager accordingly.
- i) The CWDM reserves the right to do its own market assessment/price benchmark upon receipt of a quote for the repairs or maintenance and may negotiate a more acceptable offer or reject the quote should it be found to be excessive.
- j) The service provider shall ensure that all information related to service and maintenance plans are captured on their system and that these maintenance and service plans are optimally utilized. All maintenance or service plans needs to reflect in the vehicle service history.

#### 7.2.2 Parts and material

- a) The parts required to perform repairs will generally be provided by an independent service provider/approved dealer and/or motor-body repairer.
- b) The CWDM reserves the right to supply any required part(s).
- c) Service providers will be required to provide original and/or non-original spare parts, however any reference to non-original parts must exclude "counterfeit", "grey" and all "illegally-sourced" spare parts. The Municipality reserves the right to determine and approve the quality of material/spare parts to be used. Should the warranty of any vehicle be voided due to part(s) fitted or any other action by the service provider, the service provider will be held accountable for any cost related to the passenger vehicles, bakkies and specialised vehicles and plant of the Roads department.
  - i. "Original spare parts" mean replacement spare parts produced by, on behalf of or under the instructions/order of an OEM and in accordance with specifications and production standards provided by the OEM, as well as those spare parts distributed by the OEM or any other authorised distributors of the OEM or marked with the trademark of the OEM.
  - ii. "Non-original spare parts" mean spare parts that carry a warranty from its manufacturer and are legitimate and traceable for sale in the aftermarket, but that are not original spare parts but will exclude counterfeit spare parts.
  - iii. "Counterfeit spare parts" mean parts that are unauthorized copies or substitutes that have been identified, marked, and/or altered by a source other than the item's legally authorized source and have been misrepresented to be an authorized part of the legally authorized source.
  - iv. "Grey and illegally-sourced spare parts" mean parts that are essentially knockoffs of the real deal which can be found online from marketplaces or are shipped directly to auto body shops.
- d) The fitment of non-OEM (Original Equipment Manufacturer) parts will only be allowed subject to prior consultation with the CWDM representative.



- e) Full details of work performed, and parts/materials utilised on any of the vehicles listed in this tender must be recorded in a prescribe format as agreed between CWDM and the service provider for the duration of the contract period.

## **8. TOW-IN SERVICE AND ROADSIDE ASSISTANCE**

- 8.1 This service will be a 24/7/365, days available.
- 8.2 In respect of tow-in services, the service provider shall on receiving a request from an CWDM official / Fleet Manager / Transport Officer, arrange for a reputable tow-in service to tow the vehicle to the closest merchant as per the supplied Merchant list.
- 8.3 In respect of roadside assistance for minor repairs, and change of tyres, the service provider shall on receiving a request from an CWDM official / Fleet Manager / Transport Officer, arrange for an approved mechanic from the closest merchant to respond.

## **9. BID OFFER VALIDITY PERIOD**

Your bid offer is valid for a period of 180 days from closure date. The CWDM reserves the right to request an extension to the bid's validity period. In such circumstances, only offers from those bidders accepting the extension will be considered

## **10. SPECIAL CONDITIONS**

### **10.1 MANAGEMENT OF MERCHANTS**

- a) The service provider must provide the CWDM with a list of merchants accredited with, inter alia, the Retail Motor Industry, the South African Body Repairers Association or any other applicable registered body as required. (MIOSA), (SAMRA), (RMI)
- b) The service provider must make provision for emergency repairs – refer to definitions
- c) The service provider shall be responsible for all damages caused to CWDM vehicles while at the premises of merchants.
- d) The service provider will ensure that services rendered by merchants will conform to certain minimum standards.
- e) The service provider will on a continuous basis evaluate the services rendered by the merchants to ensure compliance to the standards.
- f) Where applicable, the service provider must ensure that the prescribed procedure as applicable to micro dot certification as per the National Road Traffic Act (Act no.93 of 1996) has been complied with, and that the CWDM is provided with the original authentic certificate.
- g) CWDM will not be responsible for any storage fees under any circumstances.
- h) The service must ensure that the CWDM is provided with a 12 month-warranty on all workmanship.
- i) The service provider shall inform CWDM immediately of vehicles to be collected.

### **10.2 FINANCIAL CONSIDERATIONS**

- a) The service provider will have the authority to assign all consulted referrals, to any merchant on orders issued by CWDM for the purpose of scheduled service intervals,

maintenance and general repairs which will be capped to the amount of R30 000 per job card.

- b) Separate orders will be issued for all work in excess of R30 000.
- c) The service provider will be responsible for the payment of services rendered by the individual Merchants, as per their payment agreement
- d) The instructed work displayed on the order must be strictly adhere to, worked claimed which is not reflected on the quotation will not be paid.
- e) CWDM will not authorize any payments for any amounts that are not reflected in terms of the pricing schedule and or approved quotation.
- f) Where prepayments are required, these will be process and paid the service provider and will be included in the consolidated monthly invoice.
- g) CWDM have a 30-day payment policy.
- h) All invoices should be reconcilable with the transactions and all services should be clearly specified.
- i) No parts and or workshop consumables will be listed in the pricing schedule below but must be accounted for on-the-job card and the final invoice to Cape Winelands.

### **10.3 CWDM'S OPTIONS IN TERMS OF THIS CONTRACT**

- a) CWDM reserves the right to undertake any service, repair or overhaul, or part thereof, itself where it has the necessary facilities at its disposal;
- b) CWDM reserves the right to use any available supplier of a spare part, service, repair or overhaul, without reference to the Service Provider, where an emergency exists;
- c) CWDM reserves the right to use any available merchant who can supply parts, perform a service, repair or overhaul within a period which is considered as reasonable and acceptable;
- d) CWDM reserves the right to negotiate a Service Exchange scheme with the Service Provider in order to expedite a repair or overhaul, provided that the charges will be according to the contracted rates and based on the actual costs of repairing the component;
- e) CWDM reserves the right to, where a Supplier, in terms of this contract, is equipped to undertake any of the specialised services which is logistically and financially beneficial to CDWM, have the Merchants added to the service providers database for future and current use by CWDM.

## **11. SPECIAL REQUIREMENTS**

### **11.1 CAPACITY**

- a) That the appointed staff will have the required levels of knowledge and skills to ensure that Cape Winelands Technical Services Roads Department's total fleet is managed effective and efficiently.
- b) Cape Winelands reserves the right to conduct a due diligence as and when required.

## 11.2 **CALL CENTRE**

11.2.1 A call centre facility must be implemented by the Service provider at no additional cost for Cape Winelands for logging, answering and resolution of queries. The call centre facility needs to fulfil the following requirements:

11.2.2 Operated 24/7/365 days per annum.

11.2.3 The call centre must endeavour to answer all calls within 1 minute, or within a minimum acceptable period as agreed upon between CWDM and the service provider. An automated answering service does not constitute a call being "attended to".

11.2.4 Operators must be conversant in English and at least one other official language of the Western Cape Province.

## 11.3 **REPORTS / INFORMATION**

11.3.1 It is the responsibility of the Service Provider to supply accurate and relevant management information to allow for proper fleet management. For this purpose, the Service provider must maintain an electronic and IT system, and

- a) Must submit monthly reports of all services rendered to a representative(s) of the Cape Winelands District Municipality in a format to be agreed upon between the service provider and the Cape Winelands District Municipality.
- a. Information must be accurate and available on a transactional level that reflect as a minimum the type of maintenance rendered applicable to a specific vehicle/plant.
- b. The service provider is required to implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorized parties.
- c. Ad hoc reporting at no additional cost, as may be required by the Cape Winelands District Municipality.
- d. Any variance and/or suspicious transaction must be reported within 24 hours of realization of such an occurrence to the representative(s) of the CWDM.
- e. Timeous prior notice of planned maintenance services required for vehicles must be issued to the designated representative of the CWDM.

11.3.2 By termination of contract, the service provider shall supply the entire database containing all the up-to-date information on all work performed per vehicle.

## 12. **INSURANCE AND INDEMNITY**

12.1 The successful service provider shall be responsible for any theft/loss or damage to a vehicle, for the duration that the vehicle is in the temporary possession of a third party.

12.2 The CWDM will not bear the cost or be liable for any losses caused by fraudulent activities irrespective of the loss being caused by the merchant, an employee of the merchant or any other party that relates to possible illegal/unlawful claims and transactions.

12.3 If any legal action based on the wilful or negligent action or omission of the service provider its employees, sub-service providers and assignees is brought against

CWDM, CWDM shall be entitled to recover from the service provider the legal fees and disbursements on an attorney-client scale.

### **13. HISTORICAL EXPENDITURE**

The Cape Winelands District Municipality spent the following amounts on repairs and maintenance for the Roads departments vehicles during a twelve-month period:

Repairs and Maintenance **	:	R 1 800 000.00
Spares (including oils & lubricants)	:	R 2 127 975.29

\*\* Cognisance should be taken that repairs and maintenance were performed in-house and does not necessarily reflect a market-related labour rate.

### **14. PRICING**

- 14.1 The prices quoted must include all related cost, but not limited to labour, transport, consumables, disbursements, required for fleet management services as indicated in the scope of work.
- 14.2 Prices quoted must be fixed for the duration of the contract period.
- 14.3 All prices quoted in terms of this contract will be inclusive of 15% Value Added Tax.
- 14.4 If a bidder stipulates VAT in their pricing schedule and are not registered for VAT, the price that will be used for evaluation purposes will be the price as submitted. If the bidder is awarded the contract, and the bidder has not registered as a VAT vendor after the award of the bid, the municipality will pay the price excluding VAT in line with the Value-Added Tax Act, 1991 (Act No 89 of 1991).
- 14.5 For proper evaluation purpose, it is obligatory that the prescribed pricing schedules (pg.55) must be complete in full and signed. Alternative and / or incomplete pricing schedules will not be accepted and will be regarded as non-responsive for the whole tender.
- 14.6 If any products/service will be rendered at no charge, in such an instance the price should be indicated on the pricing schedule as R0.00.
- 14.7 Cognisance should be taken that alternative pricing schedules submitted under SECTION G: FORM OF OFFER may result in incorrect values utilised for price evaluation purposes due to unintentional administrative oversight.

### **15. REMUNERATION**

- 15.1 No upfront payments will be made.
- 15.2 Invoices must be submitted on a monthly basis, and payments will be effected within 30 days from receipt and approval thereof.
- 15.3 Invoices must reflect:
- invoice date
  - date of services
  - type of service rendered – Mechanical or Tow-in service
- 15.4 A job card must be submitted with the invoice reflecting:
- The hours allocated
  - Parts fitted

- Workshop accessories where applicable
- Kilometres travelled

## **16. DELIVERABLES**

- 16.1 The service provider must be available on cell phone and landline 24/7/365 days per annum.
- 16.2 The service provider shall supply each Transport Officer and the Fleet Manager with the list of accredited merchants, sorted by location and whenever the list is amended, on a three (3) monthly basis.
- 16.3 Logs of instructed work should be kept for reference and reflected on invoices submitted, by the service provider.
- 16.4 General and Emergency repairs done within agreed time frames.

## **17. EVALUATION CRITERIA AND AWARD**

All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017.

- 17.1 This bid will be evaluated on functionality and bidders are required to submit evidence that demonstrate their experience in respect of providing the typical services in order to obtain relevant points during the functionality evaluation process.
- 17.2 The bid must be submitted in accordance with procurement guidelines of a two-envelope system and will thus comprise of the following documents:

### Technical Component (functionality) to be included in the first envelope

Please note that a bidder has to score a minimum number of points (36) for functionality (contained in the technical component) to qualify for further evaluation (i.e. price and preferential points).

### Price (Cost) Component to be included in your second envelope

The second envelope will only be opened on achieving a minimum score of 36 for the technical submission (functionality) in first envelope.

The proposal shall be sealed in one outer and two inner envelopes, as detailed below.

The outer envelope shall be addressed to the Cape Winelands District Municipality and clearly indicate the tender number, tender description, closing date, and time of submission.

Both inside envelopes shall indicate your companies name and address. The first inner envelope shall be marked "Technical Proposal - functionality" and contain the Technical Component of your proposal. The second inner envelope shall be marked "Price Proposal" and include your financial cover letter and Cost Component, as well as all the quotation documentation required by Cape Winelands as part of any bidding process.

- 17.3 The following Returnable Schedules must be completed and returned with the completed bid for evaluation purposes:

- a) Schedule A: Explanation of the company profile and experience of the service provider.
- b) Schedule B: References from current or previous clients where fleet repair and maintenance services have been provided, including name of company, name of contact person and contact details, and size of fleet managed.
- c) Schedule C: Applicable experience of the service provider's representative/liaison who will be dedicated to manage the account of the CWDM.
- d) Schedule D: Proof of 24/7/365 availability for emergencies.

- 17.4 Cognisance should be taken that failure to complete the prescribed returnable schedules may result in incorrect evaluation of criteria due to unintentional administrative oversight.
- 17.5 The description of the functionality criteria and the maximum number of bid evaluation points allocated to each criterion is shown in the table below. The total minimum qualifying score for functionality is 36 out of 60
- 17.6 Service providers must provide details of references where fleet repair and maintenance services have been provided, including name of company, name of contact person and contact details, business address, contract duration and size of fleet managed by service provider. Cognisance should be taken that copies of reference letters MUST be attached to the tender document.
- 17.7 Service providers must designate an experience and dedicated project manager/liaison official to manage the account of CWDM.
- 17.8 Control Centre - The service provider will provide proof that CWDM will have access to a representative / liaison of the service provider on a 24/7/365 basis to attend to the scope of work and in particular to emergencies.

1. Explanation of the company profile and experience of the service provider [Complete Returnable Schedule A and may <u>attach</u> a company profile]		
Description		Points Allocation 20 points
Service providers must provide an explanation of their company profile that include – (a) an introduction of their business (b) its historical description (c) its services, (d) its structure; and (e) its resources as well as its applicable experience in the Scope of Work.	<b>Company profile of service provider:</b> Include introduction + historical description + structure + resources = 10 points Include introduction + historical description + structure = 8 points Include introduction + historical description = 6 points Include only introduction = 4 points	10 points
	<b>Applicable experience of service provider:</b> Four or more years = 10 points Less than four years = 8 points Less than three years = 6 points Less than two years = 4 points	10 points
2. References from current or previous clients [Complete Returnable Schedule B and <u>MUST attach</u> reference letters]		

Description		Points Allocation 20 points
Service providers must provide details of references where fleet repair and maintenance services have been provided, including name of company, name of contact person <b>and</b> size of fleet managed.	<b>Number of reference letters submitted:</b> Three complete reference letters = 10 points Two complete reference letters = 8 points One complete reference letter = 6 points No reference letter = 4 points	10 points
	<b>Size of fleet managed:</b> 300 or more vehicles = 10 points 200 – 299 vehicles = 8 points 100 – 199 vehicles = 6 points Less than 100 vehicles = 4 points	10 points
<b>3. Experience of the service provider's representative/liaison [Complete Returnable Schedule C]</b>		
Description		Points Allocation 10 points
Service providers must designate a capable and dedicated representative/ liaison to manage the account of the CWDM and provide the experience of such person as applicable to the Scope of Work.	<b>Applicable experience of representative/ liaison</b> Three or more years = 10 points Two – three years = 8 points One – two years = 6 points Less than one year = 4 points	10 points
<b>4. Proof of 24/7/365 availability for emergencies [Complete Returnable Schedule D]</b>		
Description		Points Allocation 10 points
Service providers must indicate that the CWDM will have access to a representative/liaison of the service provider on a 24/7/365 basis to attend to the Scope of Work and in particular to emergencies.	<b>Operating hours of representative/liaison</b> 24/7/365 = 10 points 24/5/365 = 3 points 12/5/365 = 2 points 8/5/365 = 1 points	10 points

17.9 The tender will be evaluated as a whole and will be awarded to a single service provider

17.10 For evaluation purposes the following fictious numbers will be utilised.

Scope of Work	Vehicle description	No of vehicles' repaired	Number of transactions
<b>Repairs and Maintenance</b>	LDV's	39	70
	Construction vehicle and plant	114	559
	Trailers	25	79
	Small Plant & Equipment	14	30
<b>TOTAL TRANSACTIONS: REPAIRS &amp; MAINTENANCE</b>		<b>192</b>	<b>738</b>

**RETURNABLE SCHEDULE A1: EXPLANATION OF THE COMPANY PROFILE AND EXPERIENCE OF THE SERVICE PROVIDER**

The service provider shall insert in the spaces provided below an explanation of their company profile that include an introduction of their business which aims to inform the CWDM about its services, its historical description, its structure and resources, as well as its experience in the Scope of Work.

<b>NAME OF SERVICE PROVIDER</b>	
<b>EXPLANATION OF COMPANY PROFILE</b>	
<b>Introduction of business</b>	
<b>Services</b>	
<b>Historical description</b>	
<b>Structure</b>	
<b>Resources</b>	



**RETURNABLE SCHEDULE A2: EXPLANATION OF THE COMPANY PROFILE AND EXPERIENCE OF THE SERVICE PROVIDER**

The service provider shall insert in the spaces provided below an explanation of their experience in the Scope of Work.

<b>NAME OF SERVICE PROVIDER</b>	
<b>EXPLANATION OF EXPERIENCE</b>	

**RETURNABLE SCHEDULE B: REFERENCES FROM CURRENT OR PREVIOUS CLIENTS**

The service provider shall insert in the spaces provided below details of references where fleet repair and maintenance services have been provided, including name of company, name of contact person and contact details and size of fleet managed. Reference letters **MUST** be attached.

NAME OF SERVICE PROVIDER					
CLIENT	CONTACT PERSON	CONTACT DETAILS	SIZE OF FLEET MANAGEMENT	REFERENCE LETTERS ATTACHED	
				YES	NO
				YES	NO
				YES	NO
				YES	NO

**RETURNABLE SCHEDULE C: EXPERIENCE OF THE SERVICE PROVIDER’S REPRESENTATIVE/LIAISON**

The service provider shall insert in the spaces provided below the details of a designated and capable and dedicated representative/ liaison to manage the account of the CWDM and provide the applicable experience of such person.

NAME OF SERVICE PROVIDER			
NAME OF DESIGNATED REPRESENTATIVE/LIAISON			
CLIENT	PROVIDE EXPLANATION OF TYPE OF SERVICES RENDERED BY REPRESENTATIVE/LIAISON	CONTRACT START DATE	CONTRACT COMPLETION DATE

**RETURNABLE SCHEDULE D: PROOF OF 24/7/365 AVAILABILITY FOR EMERGENCIES**

The service provider shall insert in the spaces provided below provide proof that the CWDM will have access to a representative/liaison of the service provider on a 24/7/365 basis to attend to emergencies.

NAME OF SERVICE PROVIDER	
NAME OF DESIGNATED REPRESENTATIVE/LIAISON	

## G. FORM OF OFFER

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### OFFER

The Cape Winelands District Municipality, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

**T 2022/018: FLEET MANAGEMENT SERVICES FOR THE SUPPLY AND DELIVERY OF SPARE PARTS OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION PLANT AND RELATED SERVICES FOR A TWELVE-MONTH PERIOD FOR THE DIVISION ROADS**

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender and offers to perform all of the obligations and liabilities under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

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

**For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted**

This offer may be accepted by the Cape Winelands District Municipality by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity Stated in the Conditions of Tender, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Name of organization: .....

Name and Signature of Witness: ..... Date: .....

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For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted

## PRICE SCHEDULE

Roadside assistance and Tow-in			
Service Description	Fee per transaction	VAT @ 15%	Fee per transaction
Standard fixed transaction fee for roadside assistance & tow-in	R	R	R

Repairs and Maintenance			
Service Description	Fee per transaction	VAT @ 15%	Fee per transaction
Standard fixed transaction fee for all repairs and maintenance as explained in die Scope of Work	R	R	R

<b>Signature(s):</b>		<b>Name of Organization:</b>	
<b>Name(s):</b>		<b>Name and Signature of Witness:</b>	
<b>Capacity for the Tenderer:</b>		<b>Date:</b>	

## H. ACCEPTANCE

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By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderers offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

<b>ACCEPTANCE</b> (to be completed by the Cape Winelands District Municipality)	
<b>T 2022/018: FLEET MANAGEMENT SERVICES FOR THE SUPPLY AND DELIVERY OF SPARE PARTS OR REPLACEMENT OF COMPONENTS OF MOTOR VEHICLES, EARTHMOVING AND ROAD CONSTRUCTION PLANT AND RELATED SERVICES FOR A TWELVE-MONTH PERIOD FOR THE DIVISION ROADS</b>	
..... Mr. F. van Eck Executive Director: Technical Services	..... Date
..... Me. E.A. Niemand Witness	..... Date

# I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number

## BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

<p><b>LW!</b> Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word <u>tesame</u> met die <b>MBD 6.1 Eisvorm</b> vir punte.</p>	<p><b>NB!</b> To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card <u>must</u> be submitted <u>with</u> the <b>MBD 6.1 Claim Form</b>.</p>	<p><b>QAPHELA!</b> Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, <u>kufuneka</u> ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card <u>ihambe</u> kunye nefomu eyi <b>MBD 6.1 Claim Form</b>.</p>
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Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>  
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>  
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

### Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

- \*\*1.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**. %
- 2.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**. %
- 3.** Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdeheid**.  
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.  
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**. %
- 4.** Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud).  
 Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old)  
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka) %
- 5.** Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit  In/Ngaphakathi  
 Is your business established within the area of jurisdiction of the District Municipality? In / Out  Uit/Out/Ngaphandle  
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle
- 6.** Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee  Ja/Yes/Ewe  
 Do you make use of local labour (job creation)? Yes / No   
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi  Nee/No/Hayi



## J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principal shareholders<sup>2</sup>)

1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders<sup>2</sup> of the company.**

3.1	Full Name of bidder or his or her representative		
3.2	Identity Number (person submitting this declaration)		
3.3	Position occupied in the Company (official/director/trustee/shareholder <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/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below		
3.8	Are you or any director/member/trustee/principle shareholder presently in the service of the state?	YES	NO
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	
3.9	Have you or any director/member/trustee/principle shareholder been in the service of the state for the past twelve (12) months?	YES	NO
3.9.1	If yes, furnish particulars. (Please write in block letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	YES	NO
3.10.1	If yes, furnish particulars. (Please write in block letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	
3.11	Are you aware of any relationship (family, friend, other) between you or any director/member/trustee/principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	YES	NO
3.11.1	If yes, furnish particulars. (Please write in block letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	
3.12	Is any spouse, child or parent of the company's directors/members/trustees/principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If yes, furnish particulars. (Please write in block letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	
3.13	Do you or any director/member/trustee/principle shareholder/stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	YES	NO
3.13.1	If yes, furnish particulars. ..... .....		
3.14	Is the supplier or any director/member/trustee/principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO
3.14.1	If yes, furnish particulars. ..... .....		
3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004)?	YES	NO

3.15.1	If yes, furnish particulars. ..... .....		
3.16	Was the supplier or any director/member/trustee/principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five (5) years?	YES	NO
3.16.1	If yes, furnish particulars. ..... .....		
3.17	Does the supplier or any director/member/trustee/principle shareholder owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three (3) months?	YES	NO
3.17.1	If yes, furnish particulars. ..... ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your most current accounts/statements and/or proof of any arrangement to be submitted every three (3) months – provide individual information in the schedule under paragraph 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO
3.18.1	If yes, furnish particulars. ..... .....		

4 **MFMA Circular No 62 of July 2013** require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. **A shareholder is defined as 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.**

	Full name of directors / trustees / shareholders	Identity Number	% Share-holding in company	Personal Tax Reference Number	State Employee Number (Persal)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the under signed, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

.....  
SIGNATURE

.....  
DATE

.....  
CAPACITY OF SIGNATORY

.....  
NAME OF BIDDER/COMPANY/CC NAME

**MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:**

- <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.
- <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.

<b>Commissioner of Oaths</b>
Signed and sworn to before me at .....
on this the ..... day of ..... 20 .....
by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.
Commissioner of Oaths: .....
Position: .....
Address: .....
.....
.....
.....
Tel: .....
<b>Apply official stamp of authority on this page</b>

A. This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality. If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually).

## K. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5))

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 thirty (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 (5) years, including particulars of any material noncompliance 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 and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	If yes, furnish particulars ..... ..... ..... ..... .....		

**CERTIFICATION**

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

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

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

## L. PREFERENCE POINTS CLAIM FORM (MBD 6.1)

---

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany the applicable certificate.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE**

### 1. GENERAL CONDITIONS

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

- (a) 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- (b) 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** preference point system shall be applicable; or

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

1.2 Points for this bid shall be awarded for:

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

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

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

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

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



## 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a Code of Good Practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - (i) B-BBEE Status level certificate issued by an authorized body or person;
  - (ii) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - (iii) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) “**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;
- (k) “**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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4. POINTS AWARDED FOR PRICE

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

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

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

**Where**

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**

**4.3 POINTS AWARDED FOR PRICE**

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

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

**Where**

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

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

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

B-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

**6. BID DECLARATION**

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

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

7.1 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.

**8. SUB-CONTRACTING**

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

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

8.1.1 If yes, indicate:

- (a) What percentage of the contract will be subcontracted .....%
- (b) The name of the sub-contractor .....
- (c) The B-BBEE status level of the sub-contractor .....
- (d) Whether the sub-contractor is an EME or QSE? (*Tick applicable box*)

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

(e) Specify, by ticking the appropriate box, if subcontracting with an enterprise

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
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		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

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

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

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

**9.7 MUNICIPAL INFORMATION**

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

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

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

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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:

- (a) The information furnished is true and correct;
- (b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (c) 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;
- (d) 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 –
  - (i) disqualify the person from the bidding process;
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (iv) 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 ten (10) years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (v) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDER(S)

.....

DATE

.....

.....

.....

.....

ADDRESS

## M. CONTRACT FORM – RENDERING OF SERVICES (MBD 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:
  - (a) Bidding documents, viz
    - (i) Invitation to bid;
    - (ii) Tax clearance certificate;
    - (iii) Pricing schedule(s);
    - (iv) Filled in task directive/proposal;
    - (v) Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - (vi) Declaration of interest;
    - (vii) Declaration of Bidder's past SCM practices;
    - (viii) Certificate of Independent Bid Determination;
    - (ix) Special Conditions of Contract;
  - (b) General Conditions of Contract; and
  - (c) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

Name .....

Capacity .....

Signature .....

Company name .....

Date .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

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

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

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

Signed at ..... on .....

Name (Print) .....

Signature .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

Official Stamp



## N. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1 Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - 3.2 Been convicted of fraud or corruption during the past five (5) years;
  - 3.3 Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five (5) years; or
  - 3.4 Been listed in the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>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.</p>	YES	NO
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004)?</p> <p>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.</p>	YES	NO
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five (5) years?	YES	NO
4.3.1	If so, furnish particulars: ..... ..... ..... .....		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES	NO
4.2.1	If so, furnish particulars: ..... ..... ..... .....		
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO
4.3.1	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.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

## O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

---

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, 1998 (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:
  - 3.1 Take all reasonable steps to prevent such abuse;
  - 3.2 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
  - 3.3 Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY  
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of ..... that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - 5.1 Has been requested to submit a bid in response to this bid invitation;
    - (a) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    - (b) 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 paragraph 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, 1998 (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, 2004 (Act No. 12 of 2004) or any other applicable legislation.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

<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.

**P. MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

**NB: Please attach certified copy/copies of the Municipal Account(s)**

**DECLARATION:**

I, the undersigned (name) .....

Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

**Q. AUTHORITY FOR SIGNATORY**

---

We, the undersigned, hereby authorize Mr/Mrs .....  
acting in his/her capacity as .....  
of the business trading as .....  
to sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

## R. CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

DETAILS OF FIRM / INSTITUTION																												
Name																												

DETAILS OF MY / OUR BANK ACCOUNT ARE AS FOLLOWS																												
NAME OF BANK																												
NAME OF BRANCH																												
BRANCH CODE																												
ACCOUNT NUMBER																												
TYPE OF ACCOUNT	1 = Cheque																											
	2 = Savings																											

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty (30) days' notice by prepaid registered post.

INITIALS AND SURNAME	AUTHORISED SIGNATURE
DATE	TELEPHONE NUMBER

### FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:	<b>OFFICIAL DATE STAMP</b>
.....	
AUTHORISED SIGNATURE	

**FOR FULL SUPPLIER ACCREDITATION ALL PARTS MUST BE COMPLETED AND SIGNED**



## S. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT: (Failure to submit this documentation shall lead to disqualification)

<b>Form G - Form of offer</b> Is the form duly completed and signed?	YES		NO	
<b>Form J – Declaration of Interest (MBD 4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	YES		NO	
<b>Form K – Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	YES		NO	
<b>Form L – Preference Points Claim – (MBD 6.1)</b> Is the form duly completed and signed?	YES		NO	
<b>Form M - Contract Form</b> Is the form duly completed and signed?				
<b>Form N – Municipal Rates and services</b> Is a certified copy of the <b>bidder's and those of its director's</b> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	YES		NO	
<b>Form O – Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	YES		NO	
<b>Form P – Declaration of Past Supply Chain Practices (MBD 8)</b> Is the form duly completed and signed?	YES		NO	
<b>Tax Compliance Status</b> Is your unique personal identification number (pin) issued by SARS attached?	YES		NO	

### Additional documents applicable to this specific tender:

<b>Company profile</b> Is a company profile attached?	YES		NO	
--	-----	--	----	--

**Failure to submit the following certificate will not lead to disqualification, but the tenderer will score 0 points for B-BBEE during the evaluation of tender offers.**

<b>B-BBEE Certificate</b> Is a certified copy of the B-BBEE or Original certificate attached?	YES		NO	
--	-----	--	----	--

I, ..... confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: .....

Date: .....

## T. REFERENCES

---

This schedule is to determine the capability of the bidder to execute the contract.

All bidders must provide proof of their ability to render the services applicable to the deliverables as explained in this tender and it must be submitted with the Bid or within a reasonable timeframe to be agreed upon between the Cape Winelands District Municipality and the successful service provider.

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	